

BRIAN CUMMINGS
Licensed to practice in
Tennessee, Georgia,
Florida, California, and
Hawaii

April 19, 2017

EXHIBIT

1

Via E-Mail: chimme_chunga@yahoo.com

Edward Goodwin
Brett Keefer

Re: Legal Representation and Engagement

Dear Edward and Brett:

It is our firm's practice to enter into written engagement letters with our clients. This letter serves the general purpose of setting forth the basis on which we will represent you. Please read it carefully.

Once you have reviewed this letter and are in agreement with its terms, please sign a copy in the space provided below and return it to our office. We reserve the right to not begin work on your case, or to stop existing work, until a signed copy is received. If you have any questions about any of the provisions in this letter, or if you would like to discuss possible modifications, please do not hesitate to call me.

Client and Scope of Representation

Our clients will be you as the surviving spouse and surviving child regarding the April 14, 2017 death of Chesta Shoemaker at Vanderbilt University Medical Center.

All work on this matter by Cummings Manookian, our firm, will be done by Brian Cummings or Brian Manookian. Our office phone number is (615) 266-3333. We can be reached on that line during normal business hours.

Should you have any questions or concerns about any person in our firm who is working on this matter, or any work being performed by us on your behalf, please do not hesitate to contact us. We are happy to discuss those items with you at any time.

Contingency Fee

Our fees for work on this case will be on a contingency basis. This means that you only pay us a fee if you receive a settlement, judgment, or

BRIAN MANOOKIAN
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Tennessee

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Nashville, TN 37203
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award in this matter. If you do not receive a settlement, judgment, or award we do not receive a fee. The contingency fee rate is 33.33%.

Costs and Expenses

There will likely be costs and expenses involved in pursuing this matter. They may include items such as obtaining records, court filing fees, expert witness fees, court reporter fees, and deposition transcripts, among other things. We will advance those costs and expenses, arranging for them to be paid directly by our firm during the pendency of the matter. You remain ultimately responsible for the costs and expenses. At the conclusion of the matter, the costs and expenses that we advanced will be reimbursed to our firm by those expenses being deducted from the amount you receive after the contingency fee is allocated.

We specifically do not charge you for, or collect at the end of matter, expenses for general office copies, faxes, postage, courier services, long-distance phone calls, or mileage. In the potential and unlikely event that you lose in litigation via the Defendant getting dismissed via a Motion to Dismiss being granted in favor of the Defendant (which is very unlikely), you may also be responsible for the opposing party's attorneys' fees and costs.

Review and Waiver of Conflicts

We have evaluated potential conflicts of interest with respect to our representation of you. We are not currently aware of any conflicts in connection with this matter.

Your Responsibilities

We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to promptly provide all information known or available to you that is relevant to our representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

Settlement or Compromise

This is your case. Prior to any settlement, we will first obtain your approval. Once resolved on your behalf and in accordance with your instructions, the settlement will be binding.

Termination of Professional Relationship

You have the right to change attorneys to another attorney or firm at any time by sending us a letter to that effect. This right to "discharge" this firm as your representative requires that you remain responsible for all costs and expenses incurred prior to receipt of your letter. If you

terminate the representation before the conclusion of the matter, we will additionally be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed, based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, our experience, ability, reputation, the responsibility involved and the results obtained.

We may choose to withdraw from representing you and request, in writing, that you obtain another attorney or firm to represent you. A "withdrawal" by this firm does not relieve you of the responsibility to pay advanced costs.

Mediation and Binding Arbitration of Any Attorney-Client Disputes

While this is not expected or foreseeable here, sometimes attorneys and their clients develop a potential or a real dispute within their Attorney-Client relationship. Should any such dispute arise within this Attorney-Client relationship, you agree (as do we) that any such dispute that cannot be resolved between us must first be taken to mediation for a good-faith attempt at resolving the dispute, and, if mediation does not completely resolve the dispute, any ongoing disputed issues must be submitted for final disposition by an agreed-to arbitrator for binding arbitration. Consequently, neither the client nor the attorneys in this Attorney-Client relationship can file litigation over or about any alleged or real dispute within the Attorney-Client relationship, and the forum for any such dispute must first be a good-faith mediation and then binding arbitration.

If any of the terms stated in this letter are not consistent with your understanding of our agreement, please contact me before signing the agreement. Otherwise, please sign the agreement and return it to me via email (bcummings@cummingsmanookian.com), fax (615-266-0250), or mail.

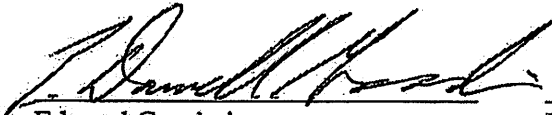
On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have questions, please feel free to email me or to call me.

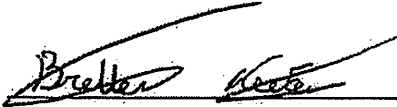
Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cummings", with a stylized flourish at the end.

Brian Cummings
CUMMINGS MANOOKIAN PLC

I have read and consent to the terms in this letter.

 4-19-17
Edward Goodwin DATE

 4-19-17
Brett Keefer DATE

BRIAN CUMMINGS
Licensed to practice in
TN, GA, FL, CA and HI

BRIAN MANOOKIAN
Licensed to practice in TN

May 23, 2018

EXHIBIT

2

VIA HAND DELIVERY

Marty Fitzgerald
Melissa Fitzgerald
1376 Hunter Road
Franklin, Tennessee 37064

Re: Legal Representation and Engagement

Dear Mr. and Mrs. Fitzgerald:

It is our firm's practice to enter into engagement letters with our clients. This letter serves the general purpose of setting forth the basis on which we will represent you. Please read it carefully.

Once you have reviewed this letter and are in agreement with its terms, please sign a copy in the space provided below and return it to our office. We reserve the right to not begin work on your case, or stop existing work, until a signed copy is received. If you have any questions about any of the provisions in this letter, or if you would like to discuss possible modifications, please do not hesitate to call me.

Client and Scope of Representation

Our clients will be your deceased daughter, Megan Fitzgerald, with you both acting as her legal representatives, as well as each of you in your individual capacities. We will represent you concerning the incident on May 10, 2018 that resulted in Megan's death.

All work on this matter will be done by Brian Manookian, Brian Cummings, or Afsoon Hagh. Our office phone number is (615) 266-3333. My direct line is (615) 266-0226. I can be reached on that line during normal business hours. If you have an after-hours urgent matter regarding your case, you may call Brian Manookian on his cell phone at (615) 979-6440. You may also text message or email me at bmanookian@cummingsmanookian.com at any time.

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Nashville, TN 37203
T 615.266.3333
F 615.266.0250

Pauahi Tower
1003 Bishop St.
Suite 2710
Honolulu, HI 96813
T 808.444.4800
F 808.444.4888

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Should you have any questions or concerns about any person in our firm who is working on this matter, or any work being performed by us on your behalf, please do not hesitate to contact us. We are happy to discuss those items with you at any time.

Contingency Fee

Our fees for work on this case will be on a contingency basis. This means that you only pay us a fee if you receive a settlement, judgment, or award in this matter. If you do not receive a settlement, judgment, or award we do not receive a fee. The contingency fee rate is 33.33%.

We may work with other attorneys in this matter. You understand and consent that a portion of the contingency fee may be shared with other attorneys in accordance with the rules governing the practice of law in Tennessee. In no event, however, shall you incur any additional legal fees or costs by virtue of the sharing of any portion of the contingency fee with another attorney or attorneys.

Costs and Expenses

There will likely be costs and expenses involved in pursuing this case. They may include items such as court filing fees, expert witness fees, court reporter fees, and deposition transcripts among other things. We will advance those costs and expenses, arranging for them to be paid directly by our firm during the pendency of the matter. You remain responsible for the costs and expenses. At the conclusion of the matter, the costs and expenses that we advanced will be deducted from the amount you receive after the contingency fee is allocated.

We specifically do not charge you for, or collect at the end of matter, expenses for general office copies, faxes, postage, courier services, long-distance phone calls, or mileage. In the event that you lose in litigation, you may also be responsible for the opposing party's attorneys' fees and costs.

Review and Waiver of Conflicts

We have evaluated potential conflicts of interest with respect to our representation of you. We are not currently aware of any conflicts in connection with this matter.

Your Responsibilities

We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to promptly provide all information known or available to you that is relevant to our representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

Settlement or Compromise

This is your case. Prior to any settlement, we will first obtain your approval. Once resolved on your behalf and in accordance with your instructions, the settlement will be binding upon you.

Termination of Professional Relationship

You have the right to change attorneys to another attorney or firm at any time by sending us a letter to that effect. This right to "discharge" this firm as your representative requires that you remain responsible for all costs and expenses incurred prior to receipt of your letter. If you terminate the representation before the conclusion of the matter, we will additionally be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed, based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, our experience, ability, reputation, the responsibility involved and the results obtained.

We may choose to withdraw from representing you and request, in writing, that you obtain another attorney or firm to represent you. A "withdrawal" by this firm does not relieve you of the responsibility to pay advanced costs.

If any of the terms stated in this letter is not consistent with your understanding of our agreement, please contact me before signing the agreement. Otherwise, please sign the agreement and return it to me via email, fax, or mail.

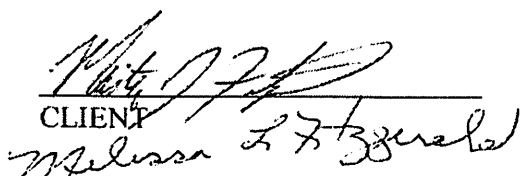
On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have questions, please feel free to call me.

Sincerely,



Brian Manookian
CUMMINGS MANOOKIAN PLC

I have read and consent to the terms in this letter.


CLIENT _____ DATE 5/23/2018

BRIAN MANOOKIAN
Licensed to practice in TN

December 7, 2018

EXHIBIT

3

VIA CERTIFIED MAILMarty Fitzgerald
Melissa Fitzgerald
1376 Hunter Road
Franklin, Tennessee 37064***Re: Fitzgerald v. Osborn, et al. / Withdrawal by Brian
Manookian and Cummings Manookian***

Marty and Melissa,

The Tennessee Supreme Court recently lifted the stay of the temporary suspension of my license to practice law. As a result, and as we have discussed, I am required to withdraw as counsel in this matter. Cummings Manookian is additionally required to withdraw as Brian Cummings has recently left the firm, and I am in the process of winding up its affairs. I am writing to notify you of the withdrawal, and to request, that you obtain another attorney or firm to represent you.

Pursuant to our Legal Representation and Engagement Agreement, Cummings Manookian is entitled to reimbursement of certain advanced costs and expenses in this case. I estimate those costs and expenses to be less than \$3000. Because Cummings Manookian is withdrawing from this matter, it will not be entitled to any portion of an attorney's fee and specifically disclaims the same under the terms of our prior engagement agreement. You may provide this letter to any future attorneys representing you in this case as confirmation of the same.

45 Music Square West
Nashville, TN 37203
T 615.266.3333
F 615.266.0250

Sincerely,



Brian Manookian

www.cmtriallawyers.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:

CUMMINGS MANOOKIAN, PLLC

Debtor.

JEANNE ANN BURTON, TRUSTEE

Plaintiff,

v.

**HAGH LAW, PLLC; AFSOON HAGH;
and MANOOKIAN PLLC,**

Defendants.

Case No, 3:19-bk-07235

Chapter 7

Judge Walker

Adv. Proc. No. 3:20-ap-90002

**DEFENDANT MANOOKIAN PLLC'S SECOND SET OF
REQUESTS FOR ADMISSION TO THE PLAINTIFF**

Manookian PLLC, through counsel, and propounds the following Requests for Admission upon the Plaintiff.

REQUESTS FOR ADMISSION

1. Admit that Exhibit 1 is an attorney-client agreement between Cummings Manookian and Edward Goodwin and Brett Keefer.

RESPONSE:

2. Admit that Exhibit 1 is a genuine copy of an attorney-client agreement between Cummings Manookian and Edward Goodwin and Brett Keefer.

RESPONSE:

3. Pursuant to Fed. R. Civ. P. 36(a)(1)(B), admit the genuineness of Exhibit 1.

RESPONSE:

4. Admit that on April 19, 2017, Brian Cummings was a member of Cummings Manookian.

RESPONSE:

5. Admit that on April 1, 2017, Brian Cummings had the authority to enter into Exhibit 1 on behalf of Cummings Manookian.

RESPONSE:

6. Admit that on April 1, 2017, Cummings Manookian entered into an Agreement with Brett Keefer and Edward Goodwin whose terms are contained in Exhibit 1.

RESPONSE:

7. Admit that Exhibit 1 was drafted by Cummings Manookian.

RESPONSE:

8. Admit that Exhibit 1 was drafted by Brian Cummings on behalf of Cummings Manookian.

RESPONSE:

9. Admit that Exhibit 1 is a binding contract.

RESPONSE:

10. Admit that Exhibit 1 is binding upon Brett Keefer.

RESPONSE:

11. Admit that Exhibit 1 is binding upon Edward Goodwin.

RESPONSE:

12. Admit that Exhibit 1 is binding upon Cummings Manookian.

RESPONSE:

13. Admit that Cummings Manookian withdrew from representing Brett Keefer.

RESPONSE:

14. Admit that Cummings Manookian withdrew from representing Edward Goodwin.

RESPONSE:

15. Admit that Cummings Manookian withdrew from representing Brett Keefer prior to receiving a settlement for Mr. Keefer or Chesta Shoemaker's estate.

RESPONSE:

16. Admit that Cummings Manookian withdrew from representing Edward Goodwin prior to receiving a settlement for Mr. Goodwin or Chesta Shoemaker's estate.

RESPONSE:

17. Admit that Cummings Manookian did not pay any costs or expenses associated with any lawsuit filed on behalf of Brett Keefer, Edward Goodwin, or Chesta Shoemaker's estate.

RESPONSE:

18. Admit that Exhibit 1 is the only written agreement between Cummings Manookian and Brett Keefer.

RESPONSE:

19. Admit that Exhibit 1 is the only written agreement between Cummings Manookian and Edward Goodwin.

RESPONSE:

20. Admit that Exhibit 1 is the only written agreement between Cummings Manookian and any representative of Chesta Shoemaker's estate.

RESPONSE:

21. Admit that as of January 1, 2019, Cummings Manookian had no members or partners with active licenses to practice law.

RESPONSE:

22. Admit that as of February 1, 2019, Cummings Manookian had no members or partners with active licenses to practice law.

RESPONSE:

23. Admit that as of February 11, 2019, Cummings Manookian had no members or partners with active licenses to practice law.

RESPONSE:

24. Admit that as of March 1, 2019, Cummings Manookian had no members or partners with active licenses to practice law.

RESPONSE:

25. Admit that as of January 1, 2019, Cummings Manookian had no employees.

RESPONSE:

26. Admit that as of February 1, 2019, Cummings Manookian had no employees.

RESPONSE:

27. Admit that as of February 11, 2019, Cummings Manookian had no employees.

RESPONSE:

28. Admit that as of March 1, 2019, Cummings Manookian had no employees.

RESPONSE:

29. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in December 2018.

RESPONSE:

30. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in January 2019.

RESPONSE:

31. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in February 2019.

RESPONSE:

32. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in March 2019.

RESPONSE:

33. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in April 2019.

RESPONSE:

34. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in May 2019.

RESPONSE:

35. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in June 2019.

RESPONSE:

36. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in July 2019.

RESPONSE:

37. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in August 2019.

RESPONSE:

38. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in September 2019.

RESPONSE:

39. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in October 2019.

RESPONSE:

40. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in November 2019.

RESPONSE:

41. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in December 2019.

RESPONSE:

42. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in 2020.

RESPONSE:

43. Admit that Cummings Manookian made no payments to any employee, as salary or otherwise, in 2021.

RESPONSE:

44. Admit that Cummings Manookian has made no payments to any employee, as salary or otherwise, in 2022.

RESPONSE:

45. Admit that Brian Cummings never signed a pleading in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358, identifying himself as working for or on behalf of Cummings Manookian.

RESPONSE:

46. Admit that Brian Manookian never signed a pleading in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358, identifying himself as working for or on behalf of Cummings Manookian.

RESPONSE:

47. Admit that Afsoon Hagh never signed a pleading in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358, identifying himself as working for or on behalf of Cummings Manookian.

RESPONSE:

48. Admit that no attorney ever signed a pleading in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358, identifying himself or herself as working for or on behalf of Cummings Manookian.

RESPONSE:

49. Admit that no attorney ever entered an appearance in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358, that identified himself or herself as working for or on behalf of Cummings Manookian.

RESPONSE:

50. Admit that Brian Cummings did no work for or on behalf of Cummings Manookian in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358.

RESPONSE:

51. Admit that Brian Manookian did no work for or on behalf of Cummings Manookian in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358.

RESPONSE:

52. Admit that Afsoon Hagh did no work for or on behalf of Cummings Manookian in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358.

RESPONSE:

53. Admit that no attorney did any work for or on behalf of Cummings Manookian in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358.

RESPONSE:

54. Admit that Cummings Manookian did not correspond or communicate with Brett Keefer or Edward Goodwin in 2019.

RESPONSE:

55. Admit that Cummings Manookian did not correspond or communicate with Brett Keefer or Edward Goodwin in 2020.

RESPONSE:

56. Admit that Cummings Manookian did not correspond or communicate with Brett Keefer or Edward Goodwin in 2021.

RESPONSE:

57. Admit that Cummings Manookian was not involved in negotiating any final terms of settlement in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358.

RESPONSE:

58. Admit that Cummings Manookian is aware of the terms of any settlement in *Shoemaker v. VUMC*, Davidson County Circuit Court No. 19C358.

RESPONSE:

59. Admit that Exhibit 2 is an attorney-client agreement between Cummings Manookian and Marty Fitzgerald and Melissa Fitzgerald.

RESPONSE:

60. Admit that Exhibit 2 is a genuine copy of an attorney-client agreement between Cummings Manookian and Marty Fitzgerald and Melissa Fitzgerald.

RESPONSE:

61. Pursuant to Fed. R. Civ. P. 36(a)(1)(B), admit the genuineness of Exhibit 2.

RESPONSE:

62. Admit that on May 23, 2018, Brian Manookian was a member of Cummings Manookian.

RESPONSE:

63. Admit that on May 23, 2018, Brian Manookian had the authority to enter into Exhibit 2 on behalf of Cummings Manookian.

RESPONSE:

64. Admit that on May 23, 2018, Cummings Manookian entered into an Agreement with Marty and Melissa Fitzgerald whose terms are contained in Exhibit 2.

RESPONSE:

65. Admit that Exhibit 2 was drafted by Cummings Manookian.

RESPONSE:

66. Admit that Exhibit 2 was drafted by Brian Manookian on behalf of Cummings Manookian.

RESPONSE:

67. Admit that Exhibit 2 is a binding contract.

RESPONSE:

68. Admit that Exhibit 2 is binding upon Marty and Melissa Fitzgerald

RESPONSE:

69. Admit that Exhibit 2 is binding upon Cummings Manookian.

RESPONSE:

70. Admit that Cummings Manookian withdrew from representing Marty and Melissa Fitzgerald.

RESPONSE:

71. Admit that Cummings Manookian withdrew from representing Marty and Melissa Fitzgerald prior to receiving any settlement for them.

RESPONSE:

72. Admit that Exhibit 2 is the only written agreement between Cummings Manookian and Marty and Melissa Fitzgerald.

RESPONSE:

73. Admit that Exhibit 3 is a letter from Cummings Manookian to Marty and Melissa Fitzgerald.

RESPONSE:

74. Admit that on December 7, 2018, Brian Manookian was a member or partner of Cummings Manookian.

RESPONSE:

75. Admit that on December 7, 2018, Brian Manookian was the sole member of Cummings Manookian.

RESPONSE:

76. Admit that on December 7, 2018, Brian Manookian was authorized to speak on behalf of Cummings Manookian.

RESPONSE:

77. Admit that on December 7, 2018, Brian Manookian was authorized to speak to Marty and Melissa Fitzgerald on behalf of Cummings Manookian on the topic of his and Cummings Manookian's representation of the Fitzgeralds.

RESPONSE:

78. Admit that Exhibit 3 is a letter from Brian Manookian on behalf of Cummings Manookian to Marty and Melissa Fitzgerald.

RESPONSE:

79. Pursuant to Fed. R. Civ. P. 36(a)(1)(B), admit the genuineness of Exhibit 3.

RESPONSE:

80. Admit that Exhibit 3 was sent by Brian Manookian to Marty and Melissa Fitzgerald.

RESPONSE:

81. Admit that Exhibit 3 was received by Marty and Melissa Fitzgerald.

RESPONSE:

82. Admit that Exhibit 3 states that Brian Manookian and Cummings Manookian are withdrawing from their representation of Marty and Melissa Fitzgerald.

RESPONSE:

83. Admit that Exhibit 3 requests that Marty and Melissa Fitzgerald obtain another attorney or firm to represent them.

RESPONSE:

84. Admit that Exhibit 3 states that because Cummings Manookian is withdrawing from the representation, it will not be entitled to any portion of an attorney's fee in the matter.

RESPONSE:

85. Admit that Exhibit 3 states that Cummings Manookian specifically disclaims any attorney's fee in the Fitzgerald matter.

RESPONSE:

86. Admit that Cummings Manookian disclaimed any attorney's fee in the Fitzgerald matter via written letter to the Fitzgeralds.

RESPONSE:

Date: March 3, 2022

Respectfully submitted,

/s/ John Spragens

John Spragens (TN Bar No. 31445)

Spragens Law PLC

311 22nd Ave. N.

Nashville, TN 37203

T: (615) 983-8900

F: (615) 682-8533

john@spragenslaw.com

*Attorney for Manookian PLLC and Brian
Manookian*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served on Phillip Young as Counsel for the Plaintiff on March 3, 2022.

/s/ John Spragens

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

EXHIBIT

5

IN RE:)	
)	Case No. 3:19-bk-07235
CUMMINGS MANOOKIAN, PLLC,)	Chapter 7
)	Judge Walker
Debtor.)	
)	
JEANNE ANN BURTON, TRUSTEE,)	
)	
Plaintiff,)	
)	
v.)	Adv. Proc. No. 3:20-ap-90002
)	
HAGH LAW, PLLC; AFSOON HAGH;)	
MANOOKIAN, PLLC; and FIRST-)	
CITIZENS BANK & TRUST COMPANY,)	
)	
Defendant.)	

**PLAINTIFF’S RESPONSES TO MANOOKIAN PLLC’S FIRST SET OF REQUESTS
FOR ADMISSION TO THE PLAINTIFF**

Comes Now, Plaintiff, Jeanne Ann Burton, Trustee (“Trustee”), and for her Responses to Manookian PLLC’s First Set of Requests for Admission to Plaintiff (the “Discovery”), states as follows:

GENERAL OBJECTIONS

1. Trustee’s Responses to the Discovery shall not constitute a waiver of her objections as to admissibility.
2. Trustee objects to the Discovery to the extent it exceeds the scope of permissible discovery.
3. Trustee objects to the Discovery to the extent that the information sought is protected from discovery by the attorney-client privilege or the attorney work-product doctrine.

4. Trustee objects to the Discovery to the extent that the information and documents sought are not in her possession, custody or control.

5. Trustee objects to the Discovery to the extent that the information sought is irrelevant, immaterial and not reasonably calculated to lead to the discovery of admissible evidence.

6. Trustee objects to the Discovery to the extent that the information sought is equally available to Defendant as to Trustee.

7. Trustee objects to the definitions and instructions to the extent Defendant seeks to impose any requirement in excess of those imposed by the Federal Rules of Civil Procedure. Additionally, Trustee is not required by the Federal Rules of Civil Procedure to adopt, follow or utilize Defendant's definitions and instructions, and Trustee's Responses are based upon the governing provisions of the applicable Rules, laws and the ordinary and usual meaning of the words used, except as otherwise noted in the Responses.

8. Trustee reserves the right to supplement her Responses to the Discovery based upon subsequently acquired information as permitted by the Federal Rules of Civil Procedure.

REQUESTS FOR ADMISSION

1. Admit that Afsoon Hagh was never an employee of Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

2. Admit that Cummings Manookian never identified Afsoon Hagh as an employee to

the Internal Revenue Service.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

3. Admit that Cummings Manookian never identified Afsoon Hagh as an employee to the Tennessee Department of Revenue.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

4. Admit that Cummings Manookian never filed any documents with any state, local, or federal agency identifying Afsoon Hagh as an employee of Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

5. Admit that Afsoon Hagh was never a member of Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this

issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

6. Admit that Afsoon Hagh was never a partner in Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

7. Admit that Afsoon Hagh never held an ownership interest in Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

8. Admit that Afsoon Hagh served as co-counsel with certain attorney members of Cummings Manookian in various legal cases.

RESPONSE:

Trustee admits that Afsoon Hagh made notices of appearance as counsel in several Cummings Manookian matters. Trustee is unable to admit or deny the remainder of this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

9. Admit that Afsoon Hagh was never paid a salary by Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject.

10. Admit that Afsoon Hagh was never paid an hourly wage by Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject.

11. Admit that Afsoon Hagh was never listed on Cummings Manookian's website.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Trustee states that Afsoon Hagh held herself out as an employee or agent of Cummings Manookian by repeatedly signing pleadings with a Cummings Manookian signature block. Further, certain engagement letters identified Afsoon Hagh as one of Cumming Manookian's attorneys.

12. Admit that Afsoon Hagh was never paid any monies by Cummings Manookian.

RESPONSE:

Denied. Afsoon Hagh received funds from the settlement of the *Fitzgerald* matter that were otherwise owed to Cummings Manookian.

13. Admit that Cummings Manookian had two members.

RESPONSE:

Admitted that Cummings Manookian had at least two members. Trustee is unable to

admit or deny any remaining elements of this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject.

14. Admit that the two members of Cummings Manookian were Brian Manookian and Brian Cummings.

RESPONSE:

Admitted that Brian Manookian and Brian Cummings were members of Cummings Manookian. Trustee is unable to admit or deny whether Mr. Cummings and Mr. Manookian were Cummings Manookian's only members because Cummings Manookian, PLC and/or Afsoon Hagh have failed to appropriately or adequately respond to Trustee's outstanding discovery requests on this issue.

15. Admit that Cummings Manookian was a professional limited liability company.

RESPONSE:

Admitted.

16. Admit that Cummings Manookian was created to provide professional services in the form of legal services.

RESPONSE:

Admitted.

17. Admit that Cummings Manookian specialized in representing plaintiffs in medical malpractice cases.

RESPONSE:

Admitted.

18. Admit that Cummings Manookian primarily accepted cases on a contingency fee basis whereby Cummings Manookian was only paid if they recovered monies for their client.

RESPONSE:

Admitted.

19. Admit that Cummings Manookian entered into engagement agreements with their clients.

RESPONSE:

Admitted that Cummings Manookian entered into engagement agreements with some clients. However, Trustee is unable to admit or deny whether Cummings Manookian entered into engagement letters with all of their clients because Trustee has not been given copies of all Cummings Manookian engagement agreements.

20. Admit that Cummings Manookian entered into engagement agreements with their clients that laid out the duties and rights of both parties to the contract.

RESPONSE:

Admitted that Cummings Manookian entered into engagement agreements with some clients that laid out the duties and rights of both parties to the contract. Trustee is unable to admit or deny whether Cummings Manookian entered into engagement letters with all of their clients because Trustee has not been given copies of all Cummings Manookian engagement agreements.

21. Admit that Cummings Manookian utilized a standard form engagement agreement whose content and terms with respect to the rights and duties of the parties generally did not vary from case to case (“the Cummings Manookian Engagement Agreement”).

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee’s outstanding discovery requests on this issue. Trustee has only been provided copies of certain engagement agreements, and has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that most of the engagement agreements she has been provided appear to be based upon a standard form.

22. Admit that the Cummings Manookian Engagement Agreement included terms regarding the parties’ rights in the event that the client terminated Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue. Trustee has not been provided copies of all engagement agreements, and has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that the engagement agreements she has been provided include terms regarding the parties' right in the event the client terminated Cummings Manookian.

23. Admit that the Cummings Manookian Engagement Agreement included terms regarding the parties' rights in the event that Cummings Manookian withdrew from representing the client.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue. Trustee has not been provided copies of all engagement agreements, and has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that the engagement agreements she has been provided include terms regarding the parties' rights in the event that Cummings Manookian withdrew from representing the client.

24. Admit that the Cummings Manookian Engagement Agreement requires the client to pay Cummings Manookian an attorney's fee in the event the client terminates Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue. Trustee has not been provided copies of all engagement agreements, and has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee also objects to this request to the extent it calls for a legal conclusion.

25. Admit that the Cummings Manookian Engagement Agreement does not require the client to pay Cummings Manookian an attorney's fee in the event Cummings Manookian withdraws from the representation.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue. Trustee has not been provided copies of all engagement agreements, and has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee also objects to this request to the extent it calls for a legal conclusion.

26. Admit that Cummings Manookian has never entered into a contract or written agreement with Afsoon Hagh.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject.

27. Admit that Cummings Manookian has never entered into a contract or written agreement with Hagh Law PLLC.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Hagh Law PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject.

28. Admit that Cummings Manookian has never entered into a contract or written agreement with Manookian PLLC.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Manookiann PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue. Also, the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject.

29. Admit that Cummings Manookian does not own, and has never owned, any real property.

RESPONSE:

Trustee admits that Cummings Manookian does not currently own any real property. Trustee is unable to admit or deny the remaining elements of this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject.

30. Admit that Cummings Manookian does not own, and has never owned, 45 Music Square West, Nashville, Tennessee 37203.

RESPONSE:

Trustee admits that Cummings Manookian does not currently own 45 Music Square West, Nashville, Tennessee 37203. Trustee is unable to admit or deny the remaining elements of this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject.

31. Admit that Cummings Manookian was a party to a lease for 45 Music Square West, Nashville, Tennessee, 37203 (“the 45 MSW Lease”).

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee’s outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee has specifically requested a copy of any such lease but none has been provided.

32. Admit that Cummings Manookian was required to pay rent to 45 MSW Partners under the terms of the 45 MSW Lease.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee’s outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee has specifically requested a copy of any such lease but none has been provided.

33. Admit that Cummings Manookian breached the 45 MSW Lease by failing to pay rent to 45 MSW Partners beginning in November of 2018.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee has specifically requested a copy of any such lease but none has been provided.

34. Admit that Cummings Manookian owns no furniture.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that Brian Manookian has alleged that Cummings Manookian owns no furniture, but this allegation has not been tested. However, upon information and belief, the Trustee believes that there is furniture in the offices where Cummings Manookian operated.

35. Admit that Cummings Manookian has never owned any furniture.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that Brian Manookian has alleged that Cummings Manookian has never owned furniture, but this allegation has not been tested. However, upon information and belief, the Trustee believes that there is furniture in the offices where Cummings Manookian operated.

36. Admit that Cummings Manookian owns no computers.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that Brian Manookian has alleged that Cummings Manookian owns no computers, but this allegation has not been tested. However, upon information and belief, the Trustee believes that there are computers in the offices where Cummings Manookian operated.

37. Admit that Cummings Manookian has never owned any computers.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that Brian Manookian has

alleged that Cummings Manookian has never owned computers, but this allegation has not been tested. However, upon information and belief, the Trustee believes that there are computers in the offices where Cummings Manookian operated.

38. Admit that Cummings Manookian owns no telephones.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that Brian Manookian has alleged that Cummings Manookian owns no telephones, but this allegation has not been tested. However, upon information and belief, the Trustee believes that there are telephones in the offices where Cummings Manookian operated.

39. Admit that Cummings Manookian has never owned any telephones.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. Trustee admits that Brian Manookian has alleged that Cummings Manookian has never owned telephones, but this allegation has not been tested. However, upon information and belief, the Trustee believes that there are telephones in the offices where Cummings Manookian operated.

40. Admit that the web domain cummingsmanookian.com was registered by Brian Cummings.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject.

41. Admit that the web domain cummingsmanookian.com is owned by Brian Cummings.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject.

42. Admit that Cummings Manookian has never owned any website.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. However, Trustee is aware that Cummings Manookian utilized a website at times during its operations.

43. Admit that the Defendants have never utilized cummingsmanookian.com as a website.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject.

44. Admit that cummingsmanookian.com has not functioned as a website since at least October of 2018.

RESPONSE:

Trustee is unable to admit or deny this request because Trustee has not been afforded an opportunity to depose Brian Manookian on this subject.

45. Admit the telephone number 615-266-3333 was purchased individually by Brian Cummings prior to the formation of Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. However, Trustee is aware that Cummings Manookian utilized that telephone number at times during its operations.

46. Admit that all telephone numbers utilized by Cummings Manookian during its period of operation were privately purchased Brian Cummings prior to the formation of Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this subject. However, Trustee is aware that Cummings Manookian utilized certain telephone numbers at times during its operations.

47. Admit that none of the Defendants have utilized a phone number owned by Cummings Manookian at any time.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Afsoon Hagh listed a Cummings Manookian telephone number and email address in numerous court pleadings.

48. Admit that none of the Defendants have utilized a phone number owned by Cummings Manookian at any time after October 2018.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this subject. However, Afsoon Hagh listed a Cummings Manookian telephone number and email address in numerous court pleadings after October 2018.

49. Admit that, under Tennessee law, a legal client's file is owned by the client.

RESPONSE:

Trustee objects to this request on the grounds that it calls for a legal conclusion. However, Trustee affirmatively alleges that a law firm may own client lists, client contact information, and accounts receivable associated with clients.

50. Admit that Cummings Manookian does not now, nor has it ever, owned a client's case file.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee's outstanding discovery requests on this issue. Trustee also objects to this request to the extent that it calls for a legal conclusion. However, Trustee affirmatively alleges that Cummings Manookian did own client lists, client contact information, and accounts receivable associated with clients.

51. Admit that Cummings Manookian is and was required to return, destroy, or transfer a client's case file upon that client's request.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed adequately respond to Trustee's outstanding discovery requests on this issue, and Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. Trustee also objects to this request to the extent that it calls for a legal conclusion. Trustee further states that she has not been provided copies of certain disengagement letters that might govern Cummings Manookian's responsibilities to its clients.

52. Admit that Cummings Manookian does not "own" a client's case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. Trustee also objects to this request to the extent that it calls for a legal conclusion. However, Trustee affirmatively alleges that Cummings Manookian did own client lists and contact information, and that it owns rights to recovery in certain cases.

53. Admit that Cummings Manookian does not have an ownership interest in any case brought on behalf of a client.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. Trustee also objects to this request to the extent that it calls for a legal conclusion. However, Trustee affirmatively alleges that Cummings Manookian did own client lists and contact information, and that it owns rights to recovery in certain cases.

54. Admit that any cause of action or right of recovery pursued by Cummings

Manookian on behalf of a client belongs to the client.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. Trustee also objects to this request to the extent that it calls for a legal conclusion. However, Trustee affirmatively alleges that Cummings Manookian did own client lists and contact information, and that it owns rights to recovery in certain cases.

55. Admit that any cause of action or right of recovery pursued by Cummings

Manookian on behalf of a client does not belong to Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC, has failed to adequately respond to Trustee's outstanding discovery requests on this issue, and Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. Trustee also objects to this request to the extent that it calls for a legal conclusion. However, Trustee affirmatively alleges that Cummings Manookian did own client lists and contact information, and that it owns rights to recovery in certain cases.

56. Admit that any Cummings Manookian client was empowered to terminate

Cummings Manookian at any time and for any reason.

RESPONSE:

Admitted that any client had the right to terminate Cummings Manookian at any time and for any reason.

57. Admit that Cummings Manookian provided no services to Manookian PLLC.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Manookian PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, Trustee believes that Cummings Manookian allowed Manookian PLLC to utilize its leased premises and certain personal property.

58. Admit that Cummings Manookian provided no goods to Manookian PLLC.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Manookian PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, Trustee believes that Cummings Manookian allowed Manookian PLLC to utilize its leased premises and certain personal property.

59. Admit that Cummings Manookian provided no services to Hagh Law.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Hagh Law PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Hagh Law PLLC to utilize its leased premises and certain personal property.

60. Admit that Cummings Manookian provided no goods to Hagh Law.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Hagh Law PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Hagh Law PLLC to utilize its leased premises and certain personal property.

61. Admit that Cummings Manookian provided no services to Afsoon Hagh.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Afsoon Hagh

to utilize its leased premises and certain personal property.

62. Admit that Cummings Manookian provided no goods to Afsoon Hagh.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Afsoon Hagh to utilize its leased premises and certain personal property.

63. Admit that Cummings Manookian provided no services to Manookian PLLC in the Fitzgerald case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Manookian PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, Trustee believes that Cummings Manookian allowed Manookian PLLC to utilize its leased premises and certain personal property in conjunction with the Fitzgerald case.

64. Admit that Cummings Manookian provided no goods to Manookian PLLC in the Fitzgerald case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Manookian PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, Trustee believes that Cummings Manookian allowed Manookian PLLC to utilize its leased premises and certain personal property in conjunction with the Fitzgerald case.

65. Admit that Cummings Manookian provided no services to Hagh Law in the Fitzgerald case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Hagh Law PLLC have failed to adequately respond to Trustee's outstanding discovery requests on

this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Hagh Law PLLC to utilize its leased premises and certain personal property in conjunction with the Fitzgerald case.

66. Admit that Cummings Manookian provided no goods to Hagh Law in the Fitzgerald case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Hagh Law PLLC have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Hagh Law PLLC to utilize its leased premises and certain personal property in conjunction with the Fitzgerald case.

67. Admit that Cummings Manookian provided no services to Afsoon Hagh in the Fitzgerald case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Afsoon Hagh to utilize its leased premises and certain personal property in conjunction with the Fitzgerald case.

68. Admit that Cummings Manookian provided no goods to Afsoon Hagh in the Fitzgerald case.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC and/or Afsoon Hagh have failed to adequately respond to Trustee's outstanding discovery requests on this issue, and the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic. However, Trustee believes that Cummings Manookian allowed Afsoon Hagh to utilize its leased premises and certain personal property in conjunction with the Fitzgerald case.

69. Admit that Cummings Manookian had an existing, enforceable contract with Marty and Melissa Fitzgerald covering the subject matter of Cummings Manookian's representation in

the Fitzgerald v. Osborn matter.

RESPONSE:

Admitted

70. Admit that Cummings Manookian withdrew from representing the Fitzgeralds in the Fitzgerald v. Osborn matter.

RESPONSE:

Denied. While Brian Manookian has produced a letter from Cummings Manookian that allegedly terminated the client relationship with the Fitzgeralds, no evidence has been produced that the letter was delivered to the Firtzgeralds, nor was any notice of withdrawal ever filed in that case.

71. Admit that the Fitzgeralds did not terminate Cummings Manookian from representing them in the Fitzgerald v. Osborn matter.

RESPONSE:

Trustee is unable to admit or deny this request because Cummings Manookian, PLC has failed to adequately respond to Trustee's outstanding discovery requests on this issue.

72. Admit that Cummings Manookian never recovered any monies for the Fitzgerald in the Fitzgerald v. Osborn matter.

RESPONSE:

Denied. Cummings Manookian recovered a substantial monetary settlement for the Fitzgeralds in that matter.

73. Admit that Cummings Manookian never even secured an offer of settlement from the Defendants in the Fitzgerald v. Osborn matter.

RESPONSE:

Denied. Cummings Manookian recovered a substantial monetary settlement for the Fitzgeralds in that matter.

74. Admit that Cummings Manookian did minimal work on the Fitzgerald v. Osborn matter.

RESPONSE:

Denied. Cummings Manookian filed a substantial number of pleadings in that case.

75. Admit that none of the work performed by Cummings Manookian in the Fitzgerald v Osborn matter resulted in any settlement or payment to the Fitzgeralds.

RESPONSE:

Denied. The work performed by Cummings Manookian in the matter directly caused the settlement payment.

76. Admit that Manookian PLLC has never received a transfer of funds from Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, according to its discovery responses, Manookian PLLC claims an interest in certain funds which Trustee believes to be property of this estate.

77. Admit that Manookian PLLC has never received any funds from Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, according to its discovery responses, Manookian PLLC claims an interest in certain funds which Trustee believes to be property of this estate.

78. Admit that Manookian PLLC has never received any funds belonging to Cummings Manookian.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic. However, according to its discovery responses, Manookian PLLC claims an interest in certain funds which Trustee believes to be property of this estate.

79. Admit that Manookian PLLC has never received any monies from Hagh Law.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic.

80. Admit that Manookian PLLC has never received any monies from Afsoon Hagh.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian or Afsoon Hagh on this topic.

81. Admit that Manookian PLLC has never received any monies from any person or any entity.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic.

82. Admit that Manookian PLLC does not now, nor has it ever, held a bank account.

RESPONSE:

Trustee is unable to admit or deny this request because the Trustee has not been afforded an opportunity to depose Brian Manookian on this topic.

83. Admit that Hagh Law PLLC has never received any monies from Cummings Manookian.

RESPONSE:

Denied. Hagh Law PLLC received a distribution of a substantial sum of money from the Fitzgerald settlement that was property of Cummings Manookian.

84. Admit that Hagh Law has never received any monies from any person intended for Cummings Manookian.

RESPONSE:

Denied. Hagh Law PLLC received a distribution of a substantial sum of money from the Fitzgerald settlement that was property of Cummings Manookian.

85. Admit that no person or entity has ever provided Afsoon Hagh, Hagh Law, or Manookian PLLC with monies that such person or entity instructed to be delivered to Cummings Manookian.

RESPONSE:

Denied. Afsoon Hagh and Hagh Law received a transfer of funds that the Chancery Court of Williamson County directed to be held in trust. However, the money was unilaterally transferred into an account in the name of Hagh Law and Afsoon Hagh.

Respectfully submitted,

/s/ Phillip G. Young
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Attorneys for Jeanne Ann Burton, Trustee

Certificate of Service

The undersigned hereby certifies that a true and exact copy of the foregoing has been served via United States Mail, first class, postage prepaid, and by electronic mail to the following persons:

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This 25th day of February, 2021.

/s/ Phillip G. Young, Jr.

Phillip G. Young, Jr.

EXHIBIT

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:) Case No:
CUMMINGS MANOOKIAN, PLLC,) 3:19-bk-07235
Debtor,) Chapter 7
_____) Honorable Charles
Jeanne Ann Burton, in her) M. Walker
capacity as Chapter 7)
Trustee,)
Plaintiff,)
v.) Adv. No:
Hagh Law, PLLC, Afsoon Hagh,) 3:20-ap-90002
Manookian PLLC,)
Defendants.)
_____)

Deposition of
JEANNE ANN BURTON, TRUSTEE
Taken on behalf of the Defendants
Commencing at 10:09 a.m.

April 20, 2022

Reported by:
Harpeth Court Reporters
Franklin, Tennessee
Sabrina L. Schneider, LCR No. 455

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APPEARANCES:

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Also Present:

Brian Manookian

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I N D E X

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1 The deposition of JEANNE ANN BURTON, TRUSTEE,
2 was taken on behalf of the Defendants on the 20th day
3 of April, 2022, in the offices of the U.S. Customs
4 House, 701 Broadway, Nashville, Tennessee, for all
5 purposes under the Federal Rules of Civil Procedure.

6 The formalities as to notice, caption,
7 certificate, et cetera, are waived. All objections,
8 except as to the form of the questions, are reserved
9 to the hearing.

10 It is agreed that Sabrina L. Schneider, being
11 a Notary Public and Court Reporter for the State of
12 Tennessee, may swear the witness, and that the reading
13 and signing of the completed deposition by the witness
14 are reserved.

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JEANNE ANN BURTON, TRUSTEE

was called as a witness, and after having been first
duly sworn, testified as follows:

E X A M I N A T I O N

BY MR. SPRAGENS:

Q. Good morning, Ms. Burton.

A. Good morning.

Q. I'm John Spragens. We've met before. And you
understand that you're here today to give a deposition
in the adversary proceeding that you filed as trustee
for Cummings Manookian, PLLC?

A. Yes.

Q. What is Cummings Manookian, PLLC?

A. It was a professional limited liability
company, a law business, a law practice.

Q. And is it currently in operation?

A. No.

Q. When did it cease operations?

A. The date of the filing of the bankruptcy
petition.

Q. And do you know what date that was?

A. November 6, 2019.

Q. Are you aware of what operations it was
conducting prior to November 6, 2019?

A. Other than a general law practice, the

1 practice of law.

2 Q. Let's take, for example, October of 2019.

3 What operations was Cummings Manookian, PLLC,
4 conducting during that time?

5 A. I think at that time the Shoemaker case was
6 ongoing. I don't think that case had been settled at
7 that time.

8 Q. Had that case been filed as of October 2019?

9 A. Yes.

10 Q. And that's the Shoemaker case you're talking
11 about?

12 A. Yes.

13 Q. When was that case filed?

14 A. It's either February 2019 or February 2018,
15 but I think it was 2019.

16 Q. And in October of 2019, what -- let me just
17 stop right now. When I say "Cummings Manookian,"
18 you'll know that I mean Cummings Manookian, PLLC; is
19 that right?

20 A. Yes.

21 Q. What was Cummings Manookian doing in October
22 of 2019 on the Shoemaker case?

23 A. I don't -- I do not know. Let me think about
24 that.

25 Q. Sure.

1 A. I don't know. I know we recently got some
2 discovery on that, but I don't know specifically what
3 was going on in that case at that time.

4 Q. Who was working for Cummings Manookian in
5 October of 2019?

6 A. Afsoon Hagh was working on that case, and I
7 can't -- are you asking me for Cummings Manookian or
8 all of the lawyers that were working on that case at
9 that time?

10 Q. Right now I'm just talking about Cummings
11 Manookian.

12 A. Afsoon Hagh. And without the date of
13 Mr. Manookian's suspension in front of me -- it was in
14 October of 2019. I'm sorry. I get confused on these
15 dates. Unless Mr. Manookian was suspended at that
16 time, I believe he would have been working on that
17 case.

18 Q. So as you sit here today, your best
19 recollection is that in October 2019, Mr. Manookian
20 was working for Cummings Manookian?

21 A. He may have -- he may have already formed
22 Manookian, PLLC, but it's our position that --
23 well, it gets a little -- I know that Mr. Manookian,
24 Manookian, PLLC, as of -- was it August? Without the
25 dates in front of me -- there is a recently produced

1 engagement letter that shows that Manookian, PLLC,
2 had a engagement letter with the plaintiff in the
3 Shoemaker case, and so I think there's still a
4 question about whether or not that ended Cummings
5 Manookian's representation in the case or whether it
6 continued on after that engagement letter.

7 Q. In October 2019, who was employed by Cummings
8 Manookian?

9 A. Well, it's one of our theories of the case
10 that even though Mr. Manookian was practicing under
11 the name of Manookian, PLLC, and Afsoon Hagh may have
12 been practicing under the name of Hagh Law, that they
13 were still conducting the business of Cummings
14 Manookian.

15 Q. In October 2019, did Cummings Manookian make
16 any payments to Afsoon Hagh or Hagh Law?

17 A. I do not know.

18 Q. In October 2019, did Cummings Manookian make
19 any payments to Manookian, PLLC?

20 A. I do not know. I don't have bank records.

21 Q. In October 2019, did Cummings Manookian make
22 any payments to Brian Manookian?

23 A. I do not know. I don't have bank records.

24 Q. Do you have any information that Cummings
25 Manookian made any payments to Afsoon Hagh in 2019?

1 A. I know that Afsoon Hagh, and forgive me if
2 I mispronounce her name, she -- in 2019, she received
3 payment of a portion of the attorney fee in the
4 Fitzgerald case.

5 At the meeting of creditors, I believe that
6 Mr. Manookian testified that Ms. Hagh -- Hagh?

7 Q. That's how I say it.

8 A. Okay. Ms. Hagh worked in the firm but that
9 she was not compensated.

10 Q. So it's your belief as you sit here today that
11 in 2019, prior to November 6, Afsoon Hagh was employed
12 by Cummings Manookian?

13 A. Yes.

14 Q. Do you have any records to suggest that Afsoon
15 Hagh was employed by Cummings Manookian in 2019?

16 A. No.

17 Q. Have you endeavored to obtain employment
18 records from the State of Tennessee with respect to
19 Cummings Manookian?

20 A. No.

21 Q. Do you know if those records are available?

22 A. What -- I don't understand what type of
23 records you're referencing.

24 Q. Well, you're aware that employers pay certain
25 taxes on behalf of employees; is that right?

1 A. Correct.

2 Q. And they may pay workers' compensation, they
3 may obtain insurance on behalf of employees as well;
4 is that right?

5 A. Correct. They can.

6 Q. Have you checked with the State of Tennessee
7 to determine whether Cummings Manookian was paying
8 taxes on behalf of any employees in 2019?

9 A. I have not.

10 Q. When was Manookian, PLLC, formed?

11 A. I believe it was 2015, 2017.

12 Q. Are you giving me two different --

13 A. Yeah. I don't remember without looking. I
14 checked that, but -- and I know I asked Mr. Manookian
15 at the meeting of creditors, but I can't remember if
16 it was in '15 or '17.

17 Q. A couple of times you've mentioned that you
18 would need to look at something. What would you look
19 at to refresh your recollection of these dates?

20 A. The -- what you pull from the secretary of
21 state for -- when you do the business search, that
22 information there, and also the -- I think the meeting
23 of creditors tape or notes. It's recorded.

24 Q. Back to Cummings Manookian. In October of
25 2019, did Cummings Manookian file any cases in that

1 month?

2 A. I do not know.

3 Q. You don't have any evidence that it filed any
4 cases at that time?

5 A. No.

6 Q. Did Cummings Manookian send any correspondence
7 in October of 2019?

8 A. There may have been correspondence sent in
9 the Shoemaker case, but no, I don't know that. I
10 don't know if Cummings Manookian -- if you're talking
11 about on Cummings Manookian letterhead, if it sent
12 correspondence, I don't know that.

13 Q. Do you have any evidence of any bank
14 transactions by Cummings Manookian in October of 2019?

15 A. I do not. I don't have bank records.

16 Q. Did Cummings Manookian maintain a website in
17 October of 2019?

18 A. I do not know that.

19 Q. Did Cummings Manookian accept any new cases in
20 October of 2019?

21 A. I do not know.

22 Q. Did Cummings Manookian purchase anything in
23 October of 2019?

24 A. I do not know.

25 Q. Did Cummings Manookian file anything in court

1 in October of 2019?

2 A. I do not know.

3 Q. What attorneys were working for Cummings
4 Manookian in October of 2019?

5 A. Afsoon Hagh and Brian Manookian, if it was
6 during a period when he wasn't suspended, under other
7 firm names.

8 Q. I'm a little confused about when you say that
9 they worked for Cummings Manookian but under other
10 firm names. Can you explain what you mean by that?

11 A. Yeah. That may be more of a legal argument,
12 but one of the causes of action in the complaint is
13 successor liability or just continuation of the
14 business of Cummings Manookian with the same people,
15 same location, same cases, different names.

16 Q. Was Brian Cummings still involved in Cummings
17 Manookian in October of 2019?

18 A. If he was not suspended, I would say yes.

19 Q. I asked about Brian Cummings.

20 A. Oh, I'm sorry. No. I think he withdrew and
21 formed Cummings Law in -- he withdrew and formed
22 Cummings Law, I believe, sometime in 2018.

23 Q. And you alleged in the complaint that that was
24 in September of 2018. Does that sound correct to you?

25 A. I don't know.

1 Q. So after Mr. Cummings withdrew from Cummings
2 Manookian, he formed a different corporate entity; is
3 that correct?

4 A. That's correct.

5 Q. And do you know the name of that entity?

6 A. I believe it's Cummings Law.

7 Q. And did Mr. Cummings continue to work on
8 behalf of Cummings Manookian, even though he had
9 formed Cummings Law?

10 A. I don't -- no, I don't think so, because there
11 were cases that he took with him when he left Cummings
12 Manookian. And when those cases -- as those cases
13 settled, then there was a portion -- at least during
14 the receivership, there was a portion of the fees that
15 were paid to Cummings Manookian, fees and expenses.

16 Q. Was Cummings Law a continuation of Cummings
17 Manookian in your view?

18 A. No.

19 Q. Why not?

20 A. Because he always used Cummings Law after --
21 and I can only speak to the cases that were pending
22 during the receivership. There was a list of about
23 15 cases. And he took some of those cases and worked
24 on those and -- again, as I said, as they settled out.
25 On the Shoemaker case, when that case was

1 filed, he was listed as Brian Cummings of Cummings
2 Law and -- or whatever, the name of his firm, and
3 Afsoon Hagh was as an attorney for Cummings Manookian.
4 He wasn't operating out of the same office space.
5 Everything was separate at that point. And I think
6 there was some type of withdrawal letter or email from
7 the firm.

8 Q. So in your mind the distinction between Hagh
9 Law and Manookian, PLLC, when they started their own
10 entities, versus Cummings Law is that they did not --
11 well, let's say one distinction is that they did not
12 send any notice to clients that they were starting
13 their own entities?

14 A. I don't know whether they did that or not. I
15 don't know that they did that.

16 Q. And then it's also your position that they
17 used the same office space as distinct from Cummings
18 Law; is that right?

19 A. Correct.

20 Q. And then you made a reference to Ms. Hagh
21 filing something on behalf of Cummings Manookian; is
22 that right?

23 A. Correct.

24 Q. Do you know if she filed that or if Brian
25 Cummings filed that?

1 A. Both of their names were on that Shoemaker
2 complaint.
3 Q. And who signed that complaint?
4 A. I don't recall.
5 Q. Is it possible that Brian Cummings signed that
6 complaint?
7 A. It's possible.
8 Q. And would you expect that if he signed that
9 complaint, that he wrote Ms. Hagh's name on that
10 complaint?
11 A. I would think he -- I don't know. I don't
12 know who would have prepared the complaint and who
13 reviewed it before it was filed. I would think they
14 both would, but I don't know that.
15 Q. But you understand that when someone signs a
16 complaint, they are the person or entity making the
17 representation to the Court, correct?
18 A. Yes.
19 Q. And so if Mr. Cummings signed the complaint
20 and listed Afsoon Hagh at Cummings Manookian, that
21 would have been his representation to the Court, not
22 her representation, right?
23 A. Correct.
24 Q. And at the time that that complaint was filed,
25 Mr. Cummings was no longer involved in Cummings

1 Manookian, right?

2 A. I think that's right. I think that Shoemaker
3 complaint was filed in 2019, and he withdrew in '18,
4 2018.

5 Q. And so when he filed that, he was acting on
6 behalf of Cummings Law; is that right?

7 A. Correct.

8 Q. Mr. Manookian's law license was suspended in
9 December 2018; is that correct?

10 A. Correct.

11 Q. So as of --

12 A. What happened in -- I'm not sure about that.
13 Ask me that again.

14 Q. Mr. Manookian's law license was temporarily
15 suspended in December 2018; is that correct? And I'm
16 not trying to hide the ball. I'm reading from
17 Paragraph 10 of your complaint.

18 A. Okay. Yes.

19 Q. So as of that time, Mr. Manookian was no
20 longer acting on behalf of Cummings Manookian; is that
21 right?

22 A. He would have been suspended from the practice
23 of law and should not have been.

24 Q. And you don't have any evidence that
25 Mr. Manookian was continuing to act on behalf of

1 Cummings Manookian at that time, do you?

2 A. There's a privilege log that Ronette McCarthy
3 produced that lists communications between her and
4 Brian Manookian after that date, during the period
5 where he was suspended, but obviously we don't have
6 the -- haven't taken her deposition and don't have
7 email addresses or other contact information.

8 Q. Right. So you don't have any evidence that he
9 continued to practice law after December 2018, do you?

10 A. Other than what that privilege log may
11 represent.

12 Q. And you're aware that when someone is
13 suspended from the practice of law, the Board of
14 Professional Responsibility allows them to transition
15 their files to other attorneys, correct?

16 A. Yes.

17 Q. So just because Mr. Manookian had
18 conversations about a case with somebody, that doesn't
19 mean he was engaged in the unauthorized practice of
20 law, does it?

21 A. I don't -- I don't know. I don't know.

22 Q. But it wouldn't be your position in this
23 litigation that he was engaged in the unauthorized
24 practice of law simply because he had a conversation
25 about a case that he had to withdraw from?

1 A. Correct.

2 Q. And he did, in fact, withdraw as counsel on
3 December 13th, 2018, from the Fitzgerald case, didn't
4 he?

5 A. He did. Well, he filed a motion that he was
6 withdrawing, but there was never an order submitted.

7 Q. Did the Tennessee Supreme Court submit an
8 order that withdrew Mr. Manookian from all of his
9 cases?

10 A. I do not know.

11 Q. Have you made any effort to look at the
12 Supreme Court order dealing with Mr. Manookian's law
13 license?

14 A. I've read the -- I'm trying to think if I've
15 read the actual order or just the -- I guess what you
16 would call the notice or the summary.

17 Q. But, I mean, you don't dispute that there is a
18 court order that withdrew Mr. Manookian from his
19 cases, do you?

20 A. I do not know that.

21 Q. What's the significance -- I guess the first
22 question is: So then you don't dispute that, do you?

23 A. Dispute?

24 Q. That there was a court order that withdrew
25 Mr. Manookian from his cases by operation of the

1 Tennessee Supreme Court?

2 A. I don't know.

3 Q. Is it your position that because you allege
4 he did not submit a proposed order that he somehow
5 continued to represent clients after December 13,
6 2018?

7 A. There's one argument that Cummings Manookian
8 didn't withdraw, but in that same -- it's more like --
9 it's entitled a motion. I think of it more as a
10 notice since there wasn't any order. But it said that
11 Afsoon Hagh -- Hagh -- excuse me -- would continue to
12 represent the plaintiffs, and in the signature line it
13 had both -- Cummings Manookian and both of their
14 names.

15 Q. On March 25th, 2019, Ms. Hagh formed Hagh Law;
16 is that correct?

17 A. Correct. Well, I'm not sure about that exact
18 date, but I think that's correct.

19 Q. And she was the sole member of Hagh Law; is
20 that correct?

21 A. I do not -- I think so, but I don't know that.
22 I don't know that.

23 Q. Just as a general matter, you're aware that a
24 PLLC has to be formed by professionals; is that right?

25 A. Correct.

1 Q. And in this context that would be attorneys?

2 A. Correct.

3 Q. And only attorneys can be the members of a

4 PLLC that is engaged in the practice of law; is that

5 right?

6 A. Ask me that again, please.

7 Q. I'll try to phrase it better. The only people

8 who can be members of a PLLC engaged in the practice

9 of law are attorneys; is that right?

10 A. I don't know that, but I would say that's

11 correct.

12 Q. When was Cummings Manookian originally formed?

13 A. It was either 2015 or 2017. I want to say --

14 I want to say '15, but it could have been -- I think

15 it's '15, but, again, I'm not sure.

16 Q. As of January 1, 2019, do you agree with me

17 that Cummings Manookian had no members who could

18 practice law?

19 A. January 1, 2019? Mr. Manookian was suspended

20 in December of 2019?

21 Q. '18.

22 A. '18. I'm sorry. And your question is January

23 2019?

24 Q. Yes, ma'am.

25 A. And Mr. Cummings had already withdrawn. No

1 members. I would say that's correct.

2 Q. And so would you agree with me that without
3 any member authorized to practice law, Cummings
4 Manookian, PLLC, could not have been engaged in the
5 practice of law at that time?

6 A. I don't -- I don't know the answer to that. I
7 don't know. I don't know if the associate in the firm
8 could continue the practice there.

9 Q. And what associate are you thinking of?

10 A. Or agent. Afsoon Hagh or Hagh.

11 Q. And what's the basis for your understanding
12 that her title was associate?

13 A. That was just my impression at the meeting of
14 creditors, that she was an associate, that she worked
15 on cases in the firm, that she was the wife of
16 Mr. Manookian, but she was not compensated.

17 Q. And do you have any evidence that she's ever
18 been a member of Cummings Manookian?

19 A. No.

20 Q. In fact, the only people who have ever been
21 members of Cummings Manookian are Brian Cummings and
22 Brian Manookian, correct?

23 A. To my knowledge. I don't know that 100
24 percent sure, but to my knowledge, I think that's
25 correct.

1 Q. So you mentioned that you got an impression at
2 the meeting of creditors that Ms. Hagh was functioning
3 as an associate for Cummings Manookian; is that
4 correct?

5 A. Yes, that she worked in the firm.

6 Q. And what gave you that impression?

7 A. That's just my recollection of the testimony
8 at the meeting of creditors.

9 Q. When was the meeting of creditors?

10 A. It was December -- early December 2019. It's
11 usually about a month after the petition's filed.

12 Q. And you're aware that Ms. Hagh formed Hagh
13 Law, PLLC, in March of 2019?

14 A. I think that's correct.

15 Q. And you're aware that as of March 2019, she
16 was signing pleadings with the signature block Hagh
17 Law, PLLC?

18 A. I think maybe sometime in April she was. I
19 think there were some other pleadings that may have
20 just -- may not have said Afsoon Hagh, but -- it
21 didn't say Cummings Manookian but just Afsoon Hagh
22 and the same address and telephone number as Cummings
23 Manookian.

24 Q. And what address is that?

25 A. It's 45 -- I can't remember the entire

1 address. It's 45-something.

2 Q. Is it 45 Music Square West?

3 A. Yes.

4 Q. Do you have any evidence that Ms. Hagh worked
5 at 45 Music Square West?

6 A. That's the address that she used.

7 Q. So other than putting that address on filings,
8 do you have any evidence that she maintained a
9 physical presence there?

10 A. I've never seen her there. My recollection
11 from the meeting of creditors was that she worked at
12 Cummings Manookian, and Cummings Manookian practiced
13 law in that building, that 45 Music.

14 Q. And your recollection of the meeting of
15 creditors is that someone testified that Ms. Hagh
16 worked at Cummings Manookian?

17 A. That's my recollection. Mr. Manookian was
18 the -- was the representative. I remember he said
19 there was a paralegal and that Ms. Hagh practiced in
20 the firm, worked in the firm, worked on cases. I
21 can't remember the exact testimony on that. But that
22 she was not compensated.

23 Q. And at the time that you heard that testimony,
24 was that describing current events or was it a time in
25 the past?

1 A. I don't recall. I think we were going through
2 the history of the -- I don't recall. We were going
3 through the history of the firm, like when it was
4 started, who the members were, how many employees did
5 it have, does it have.

6 Q. And you've never heard anyone say that in 2019
7 Ms. Hagh worked for Cummings Manookian, have you?

8 A. 2019? I think the receiver -- Phillip Young,
9 as receiver, felt that Ms. Hagh was continuing the
10 practice or working -- working on Cummings Manookian
11 cases.

12 Q. And what's the basis for your understanding
13 that Mr. Young had that view?

14 A. Because he had filed attorneys liens on the
15 recoveries in those -- in those cases.

16 Q. And did you have any understanding as to why
17 Mr. Young, as receiver, believed that Ms. Hagh was
18 acting on behalf of Cummings Manookian in 2019?

19 A. Well, Cummings Manookian was the only firm
20 that had an engagement letter. There weren't any
21 other engagement letters. The motion or the notice
22 that was filed in court said that Afsoon Hagh would
23 be -- would continue working on the case.

24 There were pleadings that were filed by Afsoon
25 Hagh that either used Cummings Manookian or some --

1 or, you know, just her name and the address and
2 telephone number and maybe email addresses for
3 Cummings Manookian.

4 Q. And is everything that you just testified
5 about with regard to 2019?

6 A. I think it may be that in March or April of
7 2019 that Ms. Hagh started using Hagh Law on her
8 letterhead, sometime around -- around that time, maybe
9 in April.

10 Q. And in the period between --

11 A. Excuse me. I'm sorry. I didn't mean to
12 interrupt you. And that had to do with the Fitzgerald
13 case with respect to the -- yeah. I'm sorry. That's
14 right. That was the Fitzgerald case. I was trying to
15 remember what might have been going on in the
16 Shoemaker case around that time.

17 Q. In the period between December 13, 2018, and
18 March or April 2019, there were no attorney members of
19 Cummings Manookian who were authorized to practice
20 law; is that right?

21 A. Between what dates?

22 Q. December 13, 2018, and March or April of 2019.

23 A. Members?

24 Q. Yes, ma'am.

25 A. Correct.

1 Q. Did Cummings Manookian have a contract with
2 Ms. Hagh to work for a certain period of time?

3 A. I do not know.

4 Q. Do you know if there was any written agreement
5 between Cummings Manookian and Ms. Hagh regarding
6 employment or contract work?

7 A. I do not know.

8 Q. Is it your position that everything that
9 Ms. Hagh did in 2019 with respect to the practice of
10 law was on behalf of Cummings Manookian?

11 A. I think that's a legal conclusion. But
12 certainly Cummings Manookian had the only engagement
13 letter. So if Ms. Hagh is going to claim that she did
14 any work on the case apart from Cummings Manookian,
15 it's my understanding that she has to -- that would be
16 some type of equitable argument and she would have to
17 produce time records, which I don't think there are
18 time records, or show the value of her services.

19 And, again, it's -- I think it's more to be
20 revealed by, you know, other discovery in the case and
21 whether or not there was successor liability or just
22 continuation of Cummings Manookian beyond that March
23 -- I think you were talking about a March or April
24 2019 date.

25 Q. And it's your position that Ms. Hagh and

1 Hagh Law, PLLC, are not entitled to the benefit of a
2 separate corporate identity after March 25th, 2019; is
3 that correct?

4 A. I don't know what you mean by they're not
5 entitled to the benefit.

6 Q. Well, you would agree with me that PLLC or an
7 LLC is a legal entity that has certain protections
8 under the law?

9 A. Yes.

10 Q. And you agree with me that Ms. Hagh formed a
11 PLLC in March of 2019?

12 A. Correct.

13 Q. But notwithstanding that, in your view, she's
14 not entitled to the legal protections of a separate
15 corporate entity at that time?

16 A. And I don't know what you mean by legal
17 protections, but she certainly had the right to form a
18 PLLC.

19 Q. And she did so?

20 A. She did.

21 Q. But you allege that the work that she did
22 during that time period was not on behalf of her PLLC
23 but it was on behalf of Cummings Manookian?

24 A. Yeah, I think that's the -- that's the
25 question. She didn't have a separate engagement

1 letter with the Fitzgeralds.

2 Q. And you know that?

3 A. It's the only one that's been produced to
4 us. I think there was a -- I think in the Fitzgerald
5 discovery there was an unsigned engagement letter with
6 Hagh Law.

7 Q. And that was on Hagh Law letterhead?

8 A. I think it was. It was just -- you know, that
9 discovery production was recent, and I'm still going
10 through, but I believe -- I believe that's correct.

11 Q. In Paragraph 17 of your complaint, you state,
12 "Upon information and belief, Afsoon Hagh, now doing
13 business as Hagh Law, continued utilizing Cummings
14 Manookian's office space, Cummings Manookian's
15 furnishings and equipment, Cummings Manookian's
16 telephone numbers and email addresses all to work on
17 Cummings Manookian's files."

18 What's the basis for that allegation?

19 A. I think that's just facts. I don't understand
20 your question.

21 Q. Well, how do you know that she continued using
22 Cummings Manookian's office space, for example?

23 A. Well, there were pleadings that were being
24 filed, correspondence that listed that as her address.
25 And I think it's a reasonable assumption that if she's

1 using that as her address, then that is where she's
2 practicing law.

3 Q. Well, that's a mailing address, correct?

4 A. It's a physical address, law office address.

5 Q. Well, if she had listed a PO Box, you would
6 not have assumed that she worked at the post office,
7 correct?

8 A. Correct.

9 Q. So just because someone uses an address to
10 receive pleadings doesn't mean that they necessarily
11 work at that address, does it?

12 A. If it was just a mailing address. But I know
13 that a law firm operated out of that.

14 Q. I'm sorry. Go ahead.

15 A. I forgot the -- I'm sorry. Mr. Manookian
16 interrupted, so I lost my train of thought there. Can
17 you repeat the question?

18 Q. Sure. Just for the record, he was whispering
19 to me, and I'm sorry if it distracted you.

20 A. It was.

21 Q. She used a mailing address that you were
22 aware that Cummings Manookian had, at which Cummings
23 Manookian had existed. Is that what you're saying?

24 A. Correct.

25 Q. But you don't know that she ever set foot in

1 that building, do you?

2 A. I do not.

3 Q. And you're aware that other attorneys use that
4 same mailing address to receive mail?

5 A. I don't know that.

6 Q. Have you ever seen Rocky McElhaney's name
7 associated with 45 Music Square West?

8 A. No.

9 Q. But the basis for your allegation that she
10 continued utilizing Cummings Manookian's office space
11 is solely that she put that address on documents
12 submitted to the Court?

13 A. Correct.

14 Q. What's the basis --

15 A. At this point. At this point.

16 Q. And as you sit here today, you haven't
17 identified any other evidence to support that
18 allegation, about her continued use of office space?

19 A. Other than what we've talked about.

20 Q. What about your allegation that she continued
21 using Cummings Manookian's furnishings and equipment?
22 What's the basis for that allegation?

23 A. The same assumption; that if she's using that
24 office space, then there is -- it's an assumption that
25 there's furniture, furnishings, computers, equipment,

1 that sort of thing in there. And the receiver --
2 Phillip Young, the receiver, actually went to that
3 office address.

4 Q. And did he see Ms. Hagh at that office?

5 A. I do not know.

6 Q. So like the allegation that she continued
7 using that office space, the allegation that she
8 continued using furnishings and equipment is derived
9 solely from your knowledge that she listed 45 Music
10 Square West on pleadings?

11 A. Correct.

12 Q. No other knowledge?

13 A. Correct.

14 Q. Can you identify any specific furnishings and
15 equipment that she used at 45 Music Square West?

16 A. No.

17 Q. Can you identify the dates that she was using
18 the furnishings and equipment at 45 Music Square West?

19 A. I don't know when she started working at
20 Cummings Manookian, but I know the building was sold
21 in May of '20 or '21. '21? Maybe '21. So I would
22 think after that date.

23 Q. But as you sit here today, you don't know that
24 she ever set foot at 45 Music Square West, do you?

25 A. No.

1 Q. The allegation that Ms. Hagh used Cummings
2 Manookian's telephone numbers and email addresses,
3 what's your basis for that allegation?
4 A. Pleadings and correspondence, emails.
5 Q. What email addresses are you referring to
6 there?
7 A. I think it's -- is it afsoon@cm -- I don't
8 remember. There's one at cmtriallawyers or something.
9 I don't remember specifically, but I have seen those
10 email addresses associated with her name that
11 contained some identification of Cummings Manookian in
12 it, CM.
13 Q. Have you seen her use any other email
14 addresses?
15 A. Probably, but I don't know that.
16 Q. Did she have a Hagh Law email address?
17 A. I would think so. I think so.
18 Q. Did she have a tennesseetriallawyers.com email
19 address?
20 A. I know that I have seen a
21 tennesseetriallawyers but don't know who that's
22 connected to.
23 Q. And your best recollection of the Cummings
24 Manookian email domain is cmtriallawyers.com; is that
25 correct?

1 A. That's one of them, but there may have been
2 afsoon@ -- I'm sorry. I just don't recall.

3 Q. Where would you look for that information,
4 about which email addresses she was using, pursuant to
5 your allegation in Paragraph 17?

6 A. Pleadings and emails.

7 Q. And do you know what telephone number Ms. Hagh
8 was using that you associated with Cummings Manookian?

9 A. I can't recite the number to you, but it would
10 be one of -- it was the same number that was on the
11 Cummings Manookian letterhead.

12 Q. And what dates was she using Cummings
13 Manookian telephone numbers and email addresses?

14 A. I would -- my recollection is at least up
15 until April -- March/April of 2019. And, again, I
16 haven't been through all of the discovery.

17 Q. And the significance of that date in your mind
18 is that's when she started Hagh Law, PLLC?

19 A. That, and I think after that point there are
20 some -- there are documents that show the Hagh Law and
21 maybe -- but the same address, same telephone number
22 for a while, and then I do think maybe the telephone
23 number changed. And I can't recall if that was the
24 number that was still associated in some way with
25 Cummings Manookian.

1 Q. And then you refer in Paragraph 17 to Cummings
2 Manookian's client files. Were those also Cummings
3 Law's client files, or were some of them also Cummings
4 Law's client files?

5 A. They were -- that referred to that list of
6 15 or 16 cases at the time the complaint was filed and
7 cases in which Cummings Manookian had an interest.

8 Q. And were those also Hagh Law's client files?

9 A. I don't believe so.

10 Q. Did those files belong to the law firms or to
11 the client?

12 A. Well, the file belongs to the client. The
13 cause of action belongs to the client.

14 Q. You alleged in Paragraph 17 that neither
15 Afsoon Hagh or Hagh Law compensated Cummings Manookian
16 for use of Cummings Manookian property or client
17 files; is that correct?

18 A. Yes. Now, client files are -- I'm referring
19 to the attorney fees and expenses that were due, not
20 the -- like, the file itself.

21 Q. So your view is that the funds that went to
22 Hagh Law should have been paid to Cummings Manookian?

23 A. Yes.

24 Q. And then when you refer to property in
25 that paragraph, you're referring to office space,

1 furnishings and equipment, telephone numbers and email
2 addresses?

3 A. Correct.

4 Q. And we just discussed what you know about
5 that.

6 A. Yes, sir.

7 Q. Has Cummings Manookian ever owned office
8 space?

9 A. I don't know if it's ever owned office space.

10 Q. Who owned 45 Music Square West?

11 A. That's a good question. It was a little
12 convoluted. It seems like it was two trusts or two
13 other partnerships that were comprised of Brian
14 Manookian and Brian Cummings, is the best of my
15 recollection. But I was never -- I never was provided
16 with a copy of the lease to see who the landlord was.
17 But it's some type of -- I don't even remember now the
18 name that's on the tax assessor's records as the
19 owner.

20 Q. You agree that Cummings Manookian didn't own
21 that building, though?

22 A. That is correct.

23 Q. And there's nothing improper or unethical
24 about forming a corporation to own a building, is
25 there?

1 A. No.

2 Q. It's pretty common, in fact?

3 A. I don't know if it's common, but there's

4 nothing wrong with it.

5 Q. You don't take issue with the fact that there

6 was a different corporate entity that owned 45 Music

7 Square West?

8 A. Correct.

9 Q. Do you know if there was a lease between the

10 owner of 45 Music Square West and Cummings Manookian?

11 A. Mr. Manookian said there was.

12 Q. Do you know if there was a lease between 45

13 Music Square West and any other entity?

14 A. No, I do not know that.

15 Q. You don't have any information that Ms. Hagh

16 ever signed a lease at that building, do you?

17 A. I do not.

18 Q. Since you haven't seen the lease, you can't

19 say that Cummings Manookian was entitled to the

20 exclusive use of that property, can you?

21 A. No, but my recollection is that Mr. Manookian

22 said they had the entire building at the meeting of

23 creditors.

24 Q. Do you know how many floors that building is?

25 A. I do not. I know it's more than one story.

1 I've seen a picture of it.

2 Q. And I guess you never visited the building
3 yourself?

4 A. No.

5 Q. But Mr. Young has?

6 A. Correct.

7 MR. SPRAGENS: We're at a good stopping
8 point if you want to take a five-minute break, if you
9 don't mind.

10 MR. YOUNG: That's fine.

11 (Recess observed.)

12 BY MR. SPRAGENS:

13 Q. Ms. Burton, we were talking earlier about the
14 furniture at 45 Music Square West. Do you recall
15 that?

16 A. Correct.

17 Q. Do you know who owned the furniture at
18 45 Music Square West?

19 A. No. I assumed that the law firm owned it, but
20 I don't know.

21 Q. You don't have any information telling you --

22 A. No invoices, anything like that, no.

23 Q. Do you know whether 45 MSW Partners owned that
24 furniture?

25 A. I do not know.

1 Q. You mentioned Mr. Young's role as receiver in
2 the, sort of, predecessor to this case. Do you recall
3 that?

4 A. Correct.

5 Q. Did you have any interactions with Mr. Young
6 when he was the receiver?

7 A. No.

8 Q. When did you decide to bring this adversary
9 proceeding?

10 A. When we were -- and I say "we." The hearing
11 that I -- after the case was filed and there was a
12 hearing in Lawrenceburg, and I forgot before -- what
13 that judge's name is, but there was an injunction
14 about the monies that the Court had frozen. And so
15 there was discussion about -- between me and you and
16 Mr. Young and Brian Manookian -- I think Ron Stein was
17 there, but I don't know if he was in the room with us.

18 But we talked about now that the bankruptcy
19 court -- the bankruptcy had been filed, the bankruptcy
20 case would be the proper forum to settle that or make
21 that determination. And so we negotiated, I guess, on
22 when the state court injunction would expire, and the
23 judge put that in an order. And we had to get that
24 adversary proceeding filed before that injunction went
25 down in the -- in the adversary and the component of

1 it for a turnover of the funds before that injunction
2 expired.

3 Q. At the time of that state court hearing, had
4 you already engaged Mr. Young as your attorney?

5 A. No.

6 Q. At what point did you do that?

7 A. It was before the adversary was filed, but I
8 don't remember -- I don't remember the date, but I
9 don't think it was -- I don't think it was before that
10 hearing in Lawrenceburg.

11 Q. Do you have a written engagement agreement
12 with Mr. Young?

13 A. No.

14 Q. What sets out the terms under which he's
15 representing you in terms of his payment?

16 A. The motion that's filed with the Court sets
17 out the compensation.

18 Q. And was it solely your decision to bring it,
19 the adversary proceeding?

20 A. Yes.

21 Q. When did you make that decision?

22 MR. YOUNG: Objection. Asked and
23 answered.

24 BY MR. SPRAGENS:

25 Q. You can answer.

1 A. When did I make the decision to -- after that
2 court hearing and I knew that the adversary needed to
3 be brought before that injunction expired.

4 Q. And sometime between that hearing and when the
5 adversary proceeding was filed, you hired Mr. Young as
6 special counsel and sought court approval of that?

7 A. Correct.

8 Q. Prior to this case, did you ever work in the
9 same office as Judge Walker prior to his service as a
10 judge?

11 A. No. He was in the -- he was in the U.S.
12 Trustee's office. And the panel trustees are, I guess
13 you would call, private or independent contractors.
14 We're not employees of the U.S. Trustee's office.

15 Q. Did you have dealings with him when he worked
16 in the U.S. Trustee's office?

17 A. Occasionally. He was not -- each trustee is
18 kind of assigned an attorney that oversees them or
19 looks at their cases, you know, and -- but he was
20 not mine. Maybe every once in a while, if he'd been
21 involved in a Chapter 11 case that got converted to
22 a Chapter 7 case and he'd been the U.S. attorney --
23 U.S. Trustee attorney on that case, then we might have
24 some communication about things that went on in the
25 Chapter 11.

1 Q. Did you hear Judge Walker at our last hearing
2 make a reference to being contacted by members of the
3 bar about security concerns with respect to
4 Mr. Manookian?

5 MR. YOUNG: Objection. Relevance.

6 THE WITNESS: Yes.

7 BY MR. SPRAGENS:

8 Q. Do you know anything about who contacted Judge
9 Walker?

10 A. I do not.

11 MR. YOUNG: Objection. Relevance.

12 THE WITNESS: I'm sorry. I do not.

13 BY MR. SPRAGENS:

14 Q. You identified yourself as someone with
15 personal knowledge of facts in this case; is that
16 correct?

17 A. As trustee, yes.

18 Q. And just in broad strokes, can you give me
19 what areas of the case you have personal knowledge
20 about?

21 A. Just records and matters that are presented
22 to me: the petition; testimony at the meeting of the
23 creditors; conversations with -- specifically with
24 respect to that adversary proceeding; conversations
25 with the receiver, Mr. Young. I mean, everything that

1 I know comes to me secondhand.

2 And we do some -- I won't call that
3 investigating in our office, but if we get a business,
4 we may look at the Secretary of State's records to see
5 if it was active when it was dissolved, who the
6 members were. So it's really just what comes to me
7 once a case is filed.

8 Q. When you say "conversations with the receiver,
9 Mr. Young," what conversations are you talking about?

10 A. When the case was filed and I was appointed
11 as trustee, the receiver, you know, contacted me and
12 said: There's this receivership and, you know, this
13 is what's going on. Any records that I have, I'll be
14 glad to give those to you. There's money that's being
15 -- that will be collected that will now come to you in
16 the bankruptcy case, just because that was pretty much
17 going to stop everything in the receivership.

18 Q. And that was prior to the December 2019
19 hearing in Lawrenceburg that you had those
20 conversations?

21 A. Correct.

22 Q. And you found out about the receivership
23 because Mr. Young called you?

24 A. Correct.

25 Q. Did he make any suggestions to you about a

1 course of action that you might want to pursue?

2 A. No. No. Just kind of informing me. I mean,
3 I get -- it's not unusual to get those kinds of cases
4 when you get appointed. No, just that there was a
5 receivership and kind of what the status of that
6 receivership was.

7 Q. How did you decide to attend the hearing in
8 Lawrenceburg?

9 A. Well, the automatic stay was in effect, so I
10 wanted to make sure nobody was doing anything that
11 violated the automatic stay, but I was -- I viewed
12 that as a proceeding that was going to safeguard
13 potential assets of the bankruptcy estate. And I'm
14 okay with that. You know, sometimes secure creditors
15 will take possession of a vehicle or they'll secure a
16 piece of real estate or whatever.

17 So I just wanted to go to that hearing to --
18 basically to see what was going on, what the judge was
19 going to do. And I knew a subject of that was going
20 to be the funds that the Court had ordered be held,
21 and I think there was a question of whether that
22 needed to be paid into the court or not. So I had an
23 interest in seeing what happened to those funds.

24 Q. Did there come a time when Mr. Young stopped
25 acting as receiver in the state court case?

1 A. I think once the bankruptcy -- I would say
2 once the bankruptcy case was filed and certainly when
3 he became employed as attorney for the trustee.
4 Q. Who appointed Mr. Young as the receiver?
5 A. I think the Court did, the state court.
6 Q. Do you know which court?
7 A. No, I don't. I don't know what judge that
8 was.
9 Q. Is it your understanding that there was an
10 order appointing him receiver?
11 A. Correct.
12 Q. Was there ever an order ending the
13 receivership?
14 A. I don't know if there is or not.
15 Q. Did Mr. Young file anything to withdraw his
16 role as receiver or to terminate his role as receiver?
17 A. I don't -- I don't know. I don't know that.
18 I think there -- I don't know.
19 Q. But it's your belief or understanding, at
20 least, that he stopped functioning as receiver when he
21 became special counsel to the trustee?
22 A. Right. Or before that, before that date.
23 Q. And I'm sorry if I asked this already, but was
24 it your idea to hire Mr. Young or did he suggest to
25 you that you might want to hire him?

1 A. No. Mine. My idea.

2 Q. With respect to your knowledge, which is what
3 got us on to this topic, you don't have any firsthand
4 knowledge of the facts that are at issue in this case
5 prior to December of 2019, do you?

6 A. Ask me that again, please.

7 Q. You don't have any firsthand knowledge or
8 personal knowledge of the facts in this case prior to
9 your getting involved in December of 2019, do you?

10 A. Correct. Prior to the bankruptcy filing, I
11 was not involved in any way.

12 Q. So your knowledge is derivative of what
13 Mr. Young told you as receiver, plus the materials and
14 evidence that's been produced in this case so far?

15 A. Right. The petition that was filed in the
16 case and the testimony at the meeting of creditors.

17 Q. I'm going to hand you a letter with the date
18 of May 23rd, 2018, at the top. And there's an exhibit
19 sticker on it, but that exhibit sticker is not
20 actually relevant to this deposition.

21 MR. SPRAGENS: So we'll mark that as
22 Exhibit 1.

23 (Marked Exhibit No. 1.)

24 BY MR. SPRAGENS:

25 Q. Have you seen that letter before?

1 A. I have.

2 Q. And what is that letter?

3 A. It's an engagement letter between Cummings
4 Manookian and Marty and Melissa Fitzgerald.

5 Q. And you don't have any reason to doubt the
6 authenticity of this letter, do you?

7 A. Well, I have seen another engagement letter
8 where the first page is the same and I believe the
9 third page is the same, where the second page, second
10 paragraph under Contingency Fees, mentions Ronette
11 McCarthy and her being paid a fee in the case.

12 Q. And does that mean that you doubt the
13 authenticity of this letter?

14 A. No. I believe there was an engagement letter.

15 Q. Is the other letter that you just described
16 also dated May 23rd, 2018?

17 A. It is. It has the same change in the date and
18 initial, and the signatures look the same. The date's
19 the same.

20 Q. So the other version of the letter that you've
21 seen has a different Page 2?

22 A. Correct.

23 Q. But both versions of that letter have the same
24 paragraphs on Page 3 under Termination of Professional
25 Relationship, correct?

1 A. I believe so.

2 Q. And this letter is an agreement between
3 Cummings Manookian and Marty and Melissa Fitzgerald?

4 A. Correct.

5 Q. And on May 23rd of 2018, Mr. Manookian had the
6 authority to enter into this agreement on behalf of
7 Cummings Manookian, correct?

8 A. Correct.

9 Q. And as of that date, he was a member of
10 Cummings Manookian?

11 A. Correct.

12 Q. And you agree that that letter is a binding
13 contract between Cummings Manookian and the
14 Fitzgeralds?

15 A. Correct.

16 Q. And in the second paragraph on Page 3 of
17 this letter, it says, "You have the right to change
18 attorneys to another attorney or firm at any time by
19 sending us a letter to that effect. This right to
20 discharge this firm as your representative requires
21 that you remain responsible for all costs and expenses
22 incurred prior to receipt of your letter.

23 "If you terminate the representation before
24 the conclusion of the matter, we will additionally be
25 entitled to receive, from the proceeds of any

1 recovery, a reasonable fee for the work we have
2 performed based upon the amount of time required, the
3 complexity of the matter, the time frame within which
4 the work was performed, our experience, ability,
5 reputation, the responsibility involved, and the
6 results obtained."

7 Did I read that paragraph correctly?

8 A. Yes.

9 Q. And then the next paragraph says, "We may
10 choose to withdraw from representing you and request
11 in writing that you obtain another attorney or firm to
12 represent you. A withdrawal by this firm does not
13 relieve you of the responsibility to pay advanced
14 costs."

15 Did I read that correctly?

16 A. Yes.

17 Q. So you would agree with me that this letter
18 states that in the event Cummings Manookian withdraws
19 from a representation -- or from this representation
20 with the Fitzgeralds, it is entitled to recover its
21 costs; is that correct?

22 MR. YOUNG: Objection to the extent it
23 calls for a legal conclusion, but you can answer.

24 THE WITNESS: I do think its entitled to
25 costs, but I think it's silent -- I think where you're

1 going is about the fees, and I think it's silent as
2 to that. And also where it says, "We say choose to
3 withdraw from representing you," I don't know that --
4 the facts under which Brian Manookian withdrew were
5 not of his own choosing. And it's our position, my
6 position, that Afsoon Hagh continued to represent the
7 Fitzgeralds.

8 Q. You agree with me that the first paragraph
9 that I read entitles Cummings Manookian to receive an
10 attorney's fee in the event the Fitzgeralds terminate
11 the relationship, right?

12 MR. YOUNG: Object to the extent it calls
13 for a legal conclusion.

14 THE WITNESS: Correct.

15 BY MR. SPRAGENS:

16 Q. But that language does not appear in the next
17 paragraph which spells out the parties' rights in the
18 event Cummings Manookian chooses to withdraw; is that
19 correct?

20 A. Correct.

21 Q. You don't dispute that this letter was binding
22 on Cummings Manookian at the time that the agreement
23 was entered into, do you?

24 A. No, I don't dispute that.

25 Q. Let's look at another exhibit. I just handed

1 you a letter dated December 17, 2018, which we will
2 mark as Exhibit 2 to this deposition. Do you see
3 that?

4 A. Yes.

5 (Marked Exhibit No. 2.)

6 BY MR. SPRAGENS:

7 Q. This is a letter sent by Mr. Manookian on
8 behalf of Cummings Manookian to the Fitzgeralds; is
9 that correct?

10 A. That's what it purports to be, yes.

11 Q. And this letter was produced to the receiver
12 prior to the bankruptcy being filed; is that correct?

13 A. I think so. I don't know about that. I know
14 Mr. Manookian gave me a copy of this.

15 Q. Are you aware whether Mr. Young had a copy of
16 this letter when he was serving as receiver?

17 A. I think so, but I'm not sure.

18 Q. And this letter -- well, do you dispute that
19 this letter was sent to Mr. and Mrs. Fitzgerald?

20 A. I don't know if it was or not.

21 Q. Do you see that it has Mr. Manookian's
22 signature on it?

23 A. Correct.

24 Q. And in this letter he informs the Fitzgeralds
25 that he's been suspended from the practice of law

1 and that he and Cummings Manookian are required to
2 withdraw from the representation; is that correct?

3 A. That's what it says, yes.

4 Q. And that's because Brian Cummings was no
5 longer with Cummings Manookian and Brian Manookian was
6 suspended from the practice of law, right?

7 A. I don't know why. I'm sorry. Ask that
8 question again.

9 Q. Well, is it your understanding that as of
10 December 7th, 2018, Cummings Manookian would be
11 required to withdraw from representing the Fitzgeralds
12 because there were no members of Cummings Manookian
13 with an active law license?

14 MR. YOUNG: Object to the extent it calls
15 for a legal conclusion.

16 THE WITNESS: And I don't know about
17 that. I know that Brian Manookian had to withdraw.
18 Whether Cummings Manookian had to withdraw, I'm not --
19 I don't know. And I think they must have thought they
20 didn't because Afsoon Hagh continued representation of
21 the Fitzgeralds.

22 BY MR. SPRAGENS:

23 Q. You don't dispute that as of December 7th,
24 2018, Mr. Manookian had the authority to bind Cummings
25 Manookian, do you?

1 A. I don't know.

2 Q. Well, you know that in December of 2018 he was
3 a member of Cummings Manookian, right?

4 A. Yes, sir, he was. He was. I don't remember
5 what his actual suspension date was, but I know that
6 he was required to inform clients of his suspension.

7 Q. And my question is: Wouldn't you agree
8 with me that Mr. Manookian, as a member of Cummings
9 Manookian, was able to bind Cummings Manookian to an
10 agreement as of December 2018?

11 A. I don't know the answer to that.

12 Q. And why not?

13 A. Because I don't know the answer to that.

14 Q. Well, a minute ago we talked about the May
15 2018 letter in which you agreed Mr. Manookian could
16 enter into an agreement on behalf of Cummings
17 Manookian, right?

18 A. Right.

19 Q. So here we are on December 7, 2018. He's sent
20 a letter. And he has the authority to bind Cummings
21 Manookian as of that date, too, doesn't he?

22 A. I don't know. He was the only member of
23 Cummings Manookian at that -- at that time.

24 Q. And you would agree with me that a member can
25 bind a PLLC?

1 A. Yes. Yes.

2 Q. So in December of 2018, as the sole member of
3 Cummings Manookian, Mr. Manookian had the capacity to
4 make agreements on behalf of Cummings Manookian; is
5 that right?

6 A. I think he was. I don't know that this was an
7 agreement.

8 Q. Well, you see here, the second paragraph
9 of this letter says, "Pursuant to our legal
10 representation and engagement agreement" -- do you
11 understand that to refer to the May 23rd, 2018,
12 letter?

13 A. Yes.

14 Q. -- "Cummings Manookian is entitled to
15 reimbursement of certain advanced costs and expenses
16 in this case. I estimate those costs and expenses to
17 be less than \$3,000. Because Cummings Manookian is
18 withdrawing from this matter, it will not be entitled
19 to any portion of an attorney's fee and specifically
20 disclaims the same under the terms of our prior
21 engagement agreement. You may provide this letter to
22 any future attorneys representing you in this case as
23 confirmation of the same."

24 Did I read that correctly?

25 A. Yes.

1 Q. And so this letter is invoking the last
2 provisions of the May 23rd, 2018, attorney-client
3 agreement; is that right?

4 A. Well, I think that client agreement was silent
5 on whether or not Cummings Manookian would be entitled
6 to a fee.

7 Q. I understand that that's your position. But
8 Cummings Manookian said it wasn't entitled to a fee in
9 2018, correct?

10 A. Correct.

11 Q. And Mr. Manookian had the authority to make
12 that decision on behalf of Cummings Manookian in
13 December of 2018, did he not?

14 A. Correct.

15 Q. So as of December 7th, 2018, Cummings
16 Manookian disclaimed any entitlement to fees in the
17 Fitzgerald matter, correct?

18 A. That's what the letter states. I never was
19 furnished with any proof that the Fitzgeralds received
20 this letter.

21 Q. So if Mr. Fitzgerald testifies that he
22 received this letter, would that satisfy you that
23 Cummings Manookian claimed any fee in the Fitzgerald
24 case on December 7, 2018?

25 A. I don't know. It will depend on what

1 Mr. Fitzgerald has to say about that. I would like to
2 see the certified -- signed, certified mail receipt.
3 And regardless of what the letter says, the motion
4 that was filed with the court said that Brian
5 Manookian was withdrawing but that Afsoon Hagh was
6 going to continue to represent the plaintiffs, and
7 that was signed by Mr. Manookian and it had Afsoon
8 Hagh's name on it and the Cummings Manookian
9 information and name.

10 Q. But you don't disagree with me that in
11 December 2018, Cummings Manookian wrote that it
12 disclaimed any fee in the Fitzgerald case?

13 A. Brian Manookian did, yes.

14 Q. And Brian Manookian spoke for Cummings
15 Manookian when he did that, correct?

16 A. Correct.

17 Q. And shortly after that date, there were no
18 licensed attorneys as member of Cummings Manookian,
19 correct?

20 A. No. Well, I would say that -- well, no,
21 that's not correct, I don't think, because I think
22 Brian Manookian was still a member of Cummings
23 Manookian. He was just suspended temporarily, and
24 then later he was reinstated. But I think he remained
25 a member of Cummings Manookian, but he was suspended.

1 His law license was suspended.

2 Q. Right. So he did not have an active law
3 license at that time?

4 A. Correct.

5 Q. And therefore, soon after this letter was
6 sent, there were no members of Cummings Manookian with
7 an active law license?

8 A. Active, correct.

9 Q. But it's your position in this case that
10 Cummings Manookian did not withdraw from representing
11 the Fitzgeralds in December 2018?

12 A. Correct.

13 Q. You'd agree with me, based on the way you
14 described the notice of withdrawal mentioning that
15 Ms. Hagh was going to continue to work on it, that it
16 was silent about the firm that she was affiliated
17 with?

18 A. The signature block on that pleading was
19 Cummings Manookian.

20 Q. And was that pleading Cummings Manookian's
21 withdrawal?

22 A. It was Brian Manookian's withdrawal.

23 MR. SPRAGENS: I think we can put that
24 the exhibit aside now.

25 BY MR. SPRAGENS:

1 Q. With respect to the allegations in your
2 complaint, you allege that Afsoon Hagh, Hagh Law, and
3 Manookian, PLLC, converted property; is that right?

4 A. Correct. That was -- yes.

5 Q. And what's the property that you allege was
6 converted or wrongfully appropriated?

7 A. Office space, furnishings, intellectual
8 property like emails, telephone numbers, and then
9 fees that were -- I don't know that that would be
10 considered under the property part, but the fees that
11 I claim are due to Cummings Manookian.

12 Q. And the sole source of information for that
13 allegation is the pleadings that Ms. Hagh signed?

14 A. Correct.

15 Q. Did Manookian, PLLC, have a bank account?

16 A. Yes. Yes.

17 I'm sorry. Manookian, PLLC?

18 Q. Yes, ma'am.

19 A. I don't know.

20 Q. Who do you anticipate will have more
21 information about the facts that underlie your claim
22 for conversion?

23 A. Brian Manookian, Afsoon Hagh, Brian Cummings.
24 And my attorney may have an idea that there are more,
25 but those are the ones that I can think of.

1 Q. And before you filed this complaint, did you
2 attempt to talk with anybody who might have more
3 information about the conversion to get that
4 information?

5 A. Only the receiver -- or the person who had
6 served as receiver.

7 Q. So the receiver, Mr. Young, is the source of
8 all your knowledge about the first claim in your
9 complaint?

10 MR. YOUNG: Objection. I don't think
11 that's what she testified to.

12 THE WITNESS: What was the question
13 again?

14 BY MR. SPRAGENS:

15 Q. The receiver, Mr. Young, was the source of all
16 the factual information that underlies the conversion
17 claim in your complaint?

18 A. That, and the petition and the testimony at
19 the meeting of creditors.

20 Q. Do you know if Mr. Young tried to get that
21 information from Mr. Manookian, Mr. Cummings or
22 Ms. Hagh when he was serving as receiver?

23 A. I know that during the receivership he had
24 conversations with Mr. Manookian and Mr. Cummings,
25 maybe even Mr. Hammervold, but that wouldn't -- that

1 probably wouldn't have anything to do with this, but I
2 don't know about Afsoon Hagh.

3 Q. And it was Mr. Young, when serving as
4 receiver, who developed this understanding that there
5 had been some conversion that had taken place; is that
6 right?

7 A. Yes.

8 Q. And did he tell you that in the conversations
9 that you had after you were appointed trustee?

10 A. Yes. And when I had employed him as special
11 counsel and we were discussing filing the complaint
12 and what would be in the -- you know, what our
13 possible causes of action were.

14 Q. But in that first conversation where he called
15 you up and he said, I'm the court-appointed receiver
16 in this case and here's what's gone on, he basically,
17 more or less, told you that there had been this
18 conversion that had taken place?

19 A. We really didn't talk about anything in detail
20 about that, just that the case was filed and I was
21 appointed the trustee. He had information because he
22 was receiver in a case that involved the debtor.

23 Q. At what point did he tell you that he believed
24 that Ms. Hagh was continuing to practice law on behalf
25 of Cummings Manookian?

1 A. After the case was filed, when we were
2 discussing the complaint, the receivership proceeding
3 and the complaint.
4 Q. And he drafted the complaint, right?
5 A. He did.
6 Q. With respect to the second claim for relief,
7 State Law and Fraudulent Transfer, you allege that
8 Ms. Hagh, Hagh Law, and Manookian, PLLC, wrongfully
9 took the property of Cummings Manookian in attempt to
10 hinder, delay, and defraud creditors of Cummings
11 Manookian; is that right?
12 A. Right.
13 Q. And the property that you're talking about
14 there is the property that you discussed earlier,
15 specifically intellectual property, furniture, case
16 files. What else?
17 A. Correct.
18 Q. Office space?
19 A. Correct.
20 Q. Anything different about the property in that
21 count from what we discussed earlier?
22 A. No.
23 Q. And, again, with respect to this count, you
24 don't have independent knowledge, other than from
25 Mr. Young, about the facts in this -- that underlie

1 the fraudulent transfer claim, do you?

2 A. I know that the settlement funds from the
3 Fitzgerald case were transferred to Afsoon Hagh or
4 were paid out to Hagh Law -- I'm sorry I keep
5 mispronouncing that -- Hagh Law, and I know that from
6 the receivership pleadings that I was looking at
7 before that hearing in Lawrenceburg.

8 Q. And those would be pleadings that Mr. Young
9 drafted?

10 A. Correct. And the responses to those.

11 Q. And it's Mr. Young who decided what claims
12 would be brought in this case?

13 A. We discussed those. I mean, some of them
14 are -- you know, yes, that's the purpose of having an
15 attorney, you know, what the facts bear out and what
16 the causes of action would be, but I could see that
17 there was potentially a fraudulent conveyance action.

18 Q. Based on what?

19 A. That there were funds to which -- or accounts
20 receivable to which Cummings Manookian was entitled
21 that were transferred or conveyed to another --
22 another party. And that doesn't necessarily mean that
23 the recipient did anything wrong or illegal. It's
24 just that that's a provision of the bankruptcy
25 fraudulent transfers.

1 Q. But you developed the understanding that
2 Cummings Manookian was entitled to those funds from
3 Mr. Young?

4 MR. YOUNG: Objection. Attorney-client
5 privilege. We're getting awfully close now. She's
6 talked about -- I was already retained when this
7 complaint was drafted. So I'm saying attorney-client
8 privilege and instruct her not to answer.

9 BY MR. SPRAGENS:

10 Q. Okay. Don't tell me anything that Mr. Young
11 told you as your attorney, but in those conversations
12 that you had with Mr. Young prior to becoming your
13 attorney, you developed an understanding that Cummings
14 Manookian was entitled to these funds?

15 A. Yes. In talking to Steve Lefkovitz, who was
16 the debtor's bankruptcy attorney, I asked about those
17 funds, and that's when I was told that those funds
18 weren't property of the bankruptcy estate, and
19 Mr. Manookian also told me that, what his position
20 was.

21 Q. So Mr. Manookian, as the sole member of
22 Cummings Manookian, and Mr. Lefkovitz, as the attorney
23 for Cummings Manookian, both told you that that was
24 not Cummings Manookian's property, correct?

25 A. That's what they were claiming.

1 Q. That's what they told you?

2 A. Yes. Yes.

3 Q. And Mr. Young, as receiver, said it was

4 Cummings Manookian's property?

5 A. He believed it was.

6 Q. With respect to the state law and federal

7 fraudulent transfer claims, what are the fraudulent

8 transfers that are at issue?

9 A. Specifically at the -- well, at the time that

10 that complaint was filed, the Fitzgerald funds and

11 then also the Shoemaker funds. There were other --

12 yeah, those. Because the other cases, I believe

13 Mr. Cummings was handling those and had paid either --

14 well, for the ones that are in the complaint, would

15 be handing Cummings Manookian's portion over to the

16 trustee.

17 Q. And that was with respect to Fitzgerald at

18 the time the complaint was filed and subsequently

19 Shoemaker?

20 A. Right. I knew Shoemaker was out there that

21 hadn't been settled. I knew those two cases were out

22 there that were originally Cummings Manookian cases

23 that had not been settled.

24 Q. The fourth claim for relief is Tortious

25 Interference with Contract. Tell me your

1 understanding of that allegation, please.

2 A. That to the extent that -- or Cummings
3 Manookian was entitled to the attorney fees, and
4 specifically I think that was speaking to the
5 Fitzgerald case -- were entitled to the fees by virtue
6 of the engagement letter, and to the extent that
7 Brian Manookian or Afsoon Hagh interfered with that
8 contractual agreement to breach or to break that
9 contract or make others think that there was no longer
10 an agreement.

11 Q. So, you know, Brian Manookian is not a party
12 to this case, right?

13 A. No, he is not.

14 Q. And, in fact, you didn't bring this claim
15 against Manookian, PLLC, only against Afsoon Hagh and
16 Hagh Law, correct?

17 A. No. Manookian, PLLC, is listed as a
18 defendant.

19 Q. Right. But the tortious interference with
20 contract claim is just against Afsoon Hagh and Hagh
21 Law, right?

22 A. That may be right. I think it's listed
23 underneath each count.

24 Q. And you say that "Afsoon Hagh and Hagh Law
25 coerced the Fitzgerald case defendants from remitting

1 to Cummings Manookian \$1.35 million in attorney's
2 fees."

3 A. When that case settled, I think there was
4 discussion about the payment of those -- of the
5 settlement proceeds. And those proceeds ended up
6 being paid to -- were instructed -- I think the order,
7 the settlement order was changed to show Afsoon Hagh,
8 Hagh Law, as the attorney for the plaintiff, and the
9 settlement proceeds were to be paid or were paid to
10 Afsoon Hagh.

11 Q. When you say the order was changed, you're not
12 saying that there was funny business/meddling with the
13 Court order?

14 A. No, no. Mr. Meisner, I believe, was
15 instructed to change the order.

16 Q. Because Mr. Meisner, as far as you know,
17 thought that Ms. Hagh and Hagh Law were representing
18 the Fitzgeralds, right?

19 A. Apparently not. And, again, this is discovery
20 that I'm just seeing, but there was an email where --
21 and I think it was Brian Manookian who emailed and
22 said the order looks fine but it needs to be changed
23 to show that Afsoon Hagh is attorney for the
24 plaintiffs. And I haven't seen the order, so --
25 before or after, so I don't -- I don't know what it

1 said before. I don't know what it said before.

2 Q. Over a year before you filed this complaint,
3 Mr. Manookian, on behalf of Cummings Manookian, had
4 withdrawn the firm from that representation, correct?

5 A. I'm sorry. Ask me that again.

6 Q. Over a year before you filed this complaint,
7 Mr. Manookian had sent that letter withdrawing
8 Cummings Manookian from representing the Fitzgeralds,
9 correct?

10 A. I don't know if he sent that letter, but there
11 is -- I've seen the letter.

12 Q. And at the time you filed this case, you knew
13 about that letter, did you not?

14 A. Yes.

15 Q. So at the time you filed this case, you were
16 aware that Mr. Manookian had written a December 2018
17 letter withdrawing Cummings Manookian from
18 representing the Fitzgeralds?

19 A. I knew there was a letter and I knew when it
20 was dated, but I don't know anything beyond that.

21 Q. When you referred to the engagement agreement
22 in Paragraphs 57 to 61 of the complaint, which are the
23 tortious interference paragraphs, you're referring to
24 what we looked at earlier today as Exhibit 1, correct?

25 A. I'm sorry. Ask me that again.

1 Q. When you use the term "the engagement
2 agreement" with the Fitzgerald plaintiffs, you're
3 referring to what we looked at earlier in this
4 deposition, Exhibit 1?

5 A. Correct, the engagement letter with the
6 Fitzgeralds, yes.

7 Q. But you don't mention the December letter in
8 this complaint anywhere, do you?

9 A. No.

10 Q. Does Ms. Hagh represent any clients through
11 Hagh Law, in your view, or has all of Hagh Law's work
12 been done on behalf of Cummings Manookian?

13 A. I think we have alternative theories on that.
14 Are you -- and you're talking about the Fitzgeralds or
15 the -- or the Shoemaker case? Is that what you're --

16 Q. I just mean in general. Generally speaking,
17 is 100 percent of Hagh Law's work on behalf of
18 Cummings Manookian?

19 A. I would say no.

20 Q. And how do you know --

21 A. And I don't know that because -- I guess I'll
22 say I don't know that because I don't know what other
23 cases she's had or worked on.

24 Q. And how do you determine what work by Hagh Law
25 is on behalf of Cummings Manookian and what is on

1 behalf of Hagh Law?

2 A. I think that's what we're in the process
3 of determining. You know, there's -- there are
4 engagement letters for both of those cases with
5 Cummings Manookian. And at some point Afsoon Hagh
6 did form a PLLC -- I think it's been administratively
7 dissolved now -- and in some pleading -- and at some
8 point started using "Hagh Law" on her signature lines
9 and emails. But sometime prior to that, maybe after
10 that, it was just Afsoon Hagh with the Cummings
11 Manookian address and information.

12 Q. So in your mind when Ms. Hagh uses "Hagh Law"
13 on a pleading, that's on behalf of Hagh Law?

14 A. Yes.

15 Q. And then when she is silent about her
16 affiliation, you believe that there she's working on
17 behalf of Cummings Manookian?

18 A. It could be, yes.

19 Q. It could be?

20 A. Yes, in those cases.

21 Q. When you say "those cases," what do you mean?

22 A. Fitzgerald case and the Shoemaker case is the
23 only cases I know about.

24 Q. So if Ms. Hagh went back and forth between
25 using no affiliation and then using Hagh Law and then

1 using no affiliation again, in your view she was
2 wearing different hats at that time?

3 A. It's very confusing. Yes.

4 Q. But yes, that's your view?

5 A. Yes.

6 MR. SPRAGENS: Let's take another quick
7 break and hopefully we won't need to be here all day.

8 (Recess observed.)

9 BY MR. SPRAGENS:

10 Q. Ms. Burton, in Paragraph 23 of your complaint,
11 there's a list of cases. Do you remember that list?

12 A. Correct.

13 Q. Are you still seeking fees in all of these
14 cases on behalf of Cummings Manookian?

15 A. I think I've received -- I've received funds
16 -- besides Fitzgerald and Shoemaker, I've received
17 funds, I think, in five of those cases through
18 Mr. Cummings. There's a couple that did not produce
19 anything, and there are three -- I don't remember
20 which three, but there are three that I'm checking on
21 now to see if there are going to be any fees out of
22 that case.

23 Q. Do you need a copy of this list?

24 A. Sure.

25 Q. There's the complaint, Paragraph 23. Can you

1 identify which cases Cummings Manookian is owed money
2 in from the defendants?

3 A. The Fitzgerald case and the Shoemaker case.
4 And there are three other cases, but I couldn't tell
5 you, without looking at my Form-1 that I keep in the
6 bankruptcy case, what other three that I haven't
7 received money in or that I haven't marked that
8 there's no money to be pursued in those cases. I
9 do think in Manookian versus Pennsylvania Higher
10 Education, et al., I've marked that one off of my
11 list.

12 Q. There were no money damages in that case to
13 begin with, were there?

14 A. I don't remember. This was on the list of
15 cases that were being pursued in the receivership.
16 I think this list was provided by Mr. Cummings and
17 Mr. Manookian. I think there were other cases, maybe,
18 in that receivership that were Hammervold cases, but
19 obviously none of those -- or -- I won't say none of
20 those, but the ones that were strictly Hammervold
21 cases were not included in that list.

22 Q. Well, this is a list that Mr. Young gave you,
23 correct?

24 A. That's correct. And that -- Mr. Cummings, I
25 believe, also had a list of that, of those cases.

1 Q. Did you do any independent investigation,
2 other than accepting the list from Mr. Young, to
3 determine what cases Cummings Manookian was owed a fee
4 in?

5 A. No, other than looking at the bankruptcy
6 petition and questioning Mr. Manookian at the meeting
7 of creditors.

8 Q. Did you ask Mr. Manookian about these cases in
9 Paragraph 23 at that hearing?

10 A. No. I didn't specifically have the -- I don't
11 think I had the list at that time.

12 Q. But Mr. Young had that list, right?

13 A. Correct.

14 Q. And you had already talked to Mr. Young at
15 that time?

16 A. At the time that the complaint was filed, when
17 I employed him.

18 Q. And you had also --

19 A. But I knew that he had been collecting cases.

20 Q. In the Manookian v. Pennsylvania Higher
21 Education case, what do you believe that Cummings
22 Manookian was owed in that case?

23 A. I think now I don't -- there wasn't anything
24 owed in that case. It was on -- it was on the list
25 that I received.

1 Q. And this is the list from Mr. Young?

2 A. Correct.

3 Q. But that Manookian case should not be on that

4 list anymore?

5 A. I'd have to look at my form, at my Form-1 and

6 what my notes say about that, but it's possible that

7 that -- there was no recovery in that case, or it

8 wasn't worth pursuing any longer or -- I mean, I just

9 don't recall.

10 Q. Did you do any investigation to determine

11 whether Cummings Manookian was entitled to a fee in

12 these cases?

13 A. Not any independent investigation.

14 Q. You just relied on Mr. Young?

15 A. Right. And Mr. Cummings.

16 Q. So it's not your testimony that Mr. Cummings

17 identified all of these cases?

18 A. No. No.

19 Q. And you cannot remember which three cases,

20 other than Shoemaker and Fitzgerald, you're continuing

21 to seek fees in?

22 A. I do not.

23 Q. Is that something that you could tell us after

24 this deposition?

25 A. Yes.

1 Q. And will Mr. Young have that information when
2 we take his deposition?

3 A. I don't think so. I think I'll have to follow
4 up with Mr. Cummings.

5 Q. To determine which three cases you're still
6 seeking fees in?

7 A. Right. Right. I think those are cases that
8 he is handling to which Cummings Manookian is entitled
9 to some portion of the fees or expenses.

10 Q. Was Mr. Cummings involved in that Manookian v.
11 Pennsylvania Higher Education case?

12 A. I do not know.

13 Q. When did you realize that that Manookian v.
14 Pennsylvania Higher Education case should not be
15 included in the list of cases that the trustee is
16 seeking to recover in?

17 A. I don't know without -- I don't know.

18 Q. What do you know about the Bailey v. HCA case?

19 A. Not anything, other than it's a case -- and
20 I don't even know if I received money in that case
21 without looking at my Form-1. But to answer you
22 generally, and if you want to go through each one of
23 them -- I mean, obviously the majority of those, my
24 understanding is that they're medical malpractice or
25 personal injury cases. I know Lattimore, Black,

1 Morgan & Cain is an accounting firm. But these were
2 the list of existing cases that Cummings Manookian had
3 an interest in.

4 And that's what you do as a trustee. You
5 investigate the assets, and sometimes you pursue
6 certain assets, sometimes you don't pursue them,
7 whether because there's not anything there or it's not
8 financially worth it.

9 Q. But these are cases that Mr. Young asserted
10 Cummings Manookian had an interest in when he was the
11 receiver; is that correct?

12 A. This was -- I believe this was his -- you'd
13 have to ask Mr. Young about that, but they were the
14 cases in which I think the receiver was investigating.
15 They include cases where attorney liens had been
16 filed.

17 Q. Do you know what Cummings -- what was Cummings
18 Manookian's entitlement to fees in the Wheeler Bonding
19 Company case?

20 A. I do not know.

21 Q. All right. Let me hand you Exhibit 3, which
22 are your interrogatory responses in this case.

23 A. Yes, sir.

24 Q. Can you turn to the last page and verify that
25 that's your signature. Sorry. It's not quite the

1 last page.

2 A. Page 10. Yes, that is my signature.

3 Q. And did you provide the information that was
4 used to respond to these interrogatories?

5 A. I did. I discussed these with my attorney.

6 Q. Well, I don't want to know any attorney-client
7 communications, but if you look at Interrogatory
8 Number 3, it asks you to identify any matter in which
9 you allege Cummings Manookian is entitled to an
10 attorney's fee, cost or monies of any kind. And you
11 responded with an objection and then by reproducing
12 that same list that appears in the complaint; is that
13 correct?

14 A. Correct.

15 Q. But it's now your position that Cummings
16 Manookian is not entitled to a fee in all of these
17 cases; is that right?

18 A. At the time that the complaint was filed,
19 there was reason to believe that Cummings Manookian
20 was.

21 Q. What was that reason?

22 A. They were being pursued by the receiver in the
23 receivership.

24 Q. So the sole basis for this information in your
25 interrogatory response is that when Mr. Young was

1 serving as receiver, he asserted an entitlement to
2 fees on behalf of Cummings Manookian in these cases?

3 A. Correct. And we went over those, and I have a
4 spreadsheet that talks about what the cases were about
5 and who the attorneys were.

6 Q. So is it --

7 A. And it may be, I think, on my Form-1 -- when
8 Mr. Manookian is saying that one of these cases was
9 a Hammervold case, I believe now that the Form-1 that
10 contains this list says there's no value to that.

11 And there may even be a note that says that
12 was a Hammervold case, but I'm not sure about that.
13 Or there may be ones that were on the receiver's list
14 that we didn't put into the complaint because Cummings
15 Manookian wasn't involved.

16 But to the best of my information at the time
17 that the complaint was filed, these were the causes of
18 action that it was believed that Cummings Manookian
19 could have an interest in.

20 Q. But at the time that you responded to this
21 interrogatory, you knew that it didn't have an
22 interest in Wheeler Bonding Company v. Parts, didn't
23 you?

24 A. Again, I'll just have to look at my Form-1 to
25 see.

1 Q. Fair to say that in responding to this
2 interrogatory, you just copied and pasted the same
3 list that's been put into the complaint?

4 A. I won't say that. I know we talked about
5 these.

6 Q. You would agree with me it's the same font in
7 the complaint and in your interrogatory responses,
8 which is not a Times New Roman font like the rest of
9 the material?

10 A. I don't know. It looks a little smaller and
11 darker, but it's the same list. That is the same
12 list.

13 Q. And, in fact, it was copied and pasted
14 probably from a spreadsheet, right?

15 A. I don't know.

16 Q. Did you do it?

17 A. I didn't prepare the responses. We talked
18 about it. The responses were prepared, and I reviewed
19 it and asked questions and made changes.

20 Q. When you say that there was a case that was a
21 Hammervold case, you're referring to Mr. Hammervold
22 who had his own law firm; is that right?

23 A. That's correct. I believe that.

24 Q. And that was Hammervold, PLC, I believe?

25 A. I think that -- I don't know. Hammervold Law,

1 Hammervold, PLC. I'm not sure.

2 Q. And you don't allege that Hammervold, PLC, was
3 a continuation of Cummings Manookian or an alterego of
4 Cummings Manookian, do you?

5 A. No.

6 Q. And why not?

7 A. I don't believe he was ever an employee or
8 member of Cummings Manookian. I think they worked on
9 cases together.

10 Q. And you agree with me that Afsoon Hagh was not
11 an employee of Cummings Manookian either?

12 A. I don't know that.

13 Q. What percentage of the fees are you seeking in
14 the cases in which you're seeking fees on behalf of
15 Cummings Manookian?

16 A. In the Fitzgerald case, 100 percent of the
17 fees. In the Shoemaker case, you know, based on the
18 recent discovery, I don't know that -- I don't think
19 it's 100 percent in the Shoemaker case because there
20 were other engagement letters in that -- in that case.
21 I guess we'll formulate or decide that when discovery
22 is complete.

23 Q. So what are you referring to that makes the
24 Shoemaker case different from the Fitzgerald case?

25 A. There's only -- only Cummings Manookian has a

1 engagement letter in the Cummings Manookian -- in the
2 Fitzgerald case.

3 Q. And only Cummings Manookian has a withdrawal
4 letter in the Fitzgerald case, too, correct?

5 A. A withdrawal letter? I think that's -- there
6 is -- I've seen the letter, yes. Yes.

7 Q. What do you need to do to determine what
8 percentage of the Shoemaker fee that Cummings
9 Manookian is entitled to?

10 A. Well, there could be a number of ways, I
11 guess. There could be a simple -- simple -- well, I
12 don't think it would be simple, but a computation of
13 the number of months that the case was with Cummings
14 Manookian before another attorney took that case.

15 I think it will depend a lot on the
16 depositions and what Mr. Manookian and Ms. Hagh's
17 testimony is, and possibly John Edwards, about their
18 engagement and what they have to support -- well, they
19 do have engagement letters.

20 Q. So you're going to be relying on the testimony
21 of Mr. Manookian, Ms. Hagh, and possibly John Edwards
22 to determine what percentage of the fee Cummings
23 Manookian is entitled to in the Shoemaker case?

24 A. And I would have to consult with my attorney,
25 but the counsel for the defense in that case.

1 Q. What role did they play in deciding allocating
2 a fee among plaintiffs' firms?

3 A. Well, we may want to ask them about who --
4 just like we did with Meisner, you know, who were the
5 communications with, who was working on the case.

6 Q. As between Mr. Edwards and Ms. Hagh?

7 A. And Brian Cummings. Mr. Manookian, maybe. I
8 think he worked on that case at some point.

9 Q. The fees that you're entitled to or that
10 you're asserting an entitlement to, those are monies
11 that the client has recovered, correct?

12 A. Ask me that again. I think that's a real
13 simple answer, but --

14 Q. Yeah, that's right. It's just as simple as it
15 can be.

16 A. Yeah. A contingent fee.

17 Q. Right. But that money that you're seeking
18 to recover from Cummings Manookian, from a legal
19 standpoint, it's the client's money that they have
20 signed an agreement with their attorneys to pay?

21 A. Right. Right.

22 Q. Do you have any written contracts between
23 Cummings Manookian and any of the defendants in this
24 case?

25 A. I'm sorry. Ask me that again.

1 Q. Do you have any written contracts between
2 Cummings Manookian and Manookian, PLLC, Hagh Law or
3 Afsoon Hagh?

4 A. No.

5 Q. And the contracts on which you base Cummings
6 Manookian's entitlement to fees are contracts between
7 Cummings Manookian and the clients; is that right?

8 A. Correct.

9 Q. And the clients can agree to pay other
10 attorneys as well, if they so choose?

11 A. Yes.

12 Q. Let me show you a letter dated April 19, 2017.

13 MR. SPRAGENS: Let's mark the
14 interrogatories Exhibit 3.

15 And we'll mark as Exhibit 4 the April 19,
16 2017, letter.

17 (Marked Exhibit No. 3.)

18 (Marked Exhibit No. 4.)

19 BY MR. SPRAGENS:

20 Q. Do you see that?

21 A. Yes.

22 Q. And that is an attorney-client agreement
23 between Cummings Manookian and Mr. Goodwin and
24 Mr. Keefer; is that correct?

25 A. Yes.

1 Q. And that agreement is signed by Brian
2 Cummings; is that correct?

3 A. Yes, on behalf of Cummings Manookian.

4 Q. So at the time that this agreement was signed,
5 Mr. Cummings had the authority to bind Cummings
6 Manookian, correct?

7 A. Yes.

8 Q. And much like the representation agreement we
9 looked at earlier, this is a representation agreement
10 between clients and the law firm of Cummings
11 Manookian, correct?

12 A. Yes.

13 Q. Do you know which matter this representation
14 agreement relates to?

15 A. Shoemaker versus Vanderbilt.

16 Q. Do you know the amount -- do you know if
17 there's been a settlement reached in that case?

18 A. Yes, there has been a settlement.

19 Q. Do you know the amount of that settlement?

20 A. I do not.

21 Q. Under the Client and Scope of Representation
22 section on Page 1, the second paragraph says, "All
23 work on this matter by Cummings Manookian, our firm,
24 will be done by Brian Cummings or Brian Manookian."
25 Did I read that correctly?

1 A. Yes.

2 Q. And that is part of the agreement between
3 Cummings Manookian and Mr. Goodwin and Mr. Keefer?

4 A. Yes.

5 Q. There's no mention of Afsoon Hagh in that
6 paragraph, is there?

7 A. No.

8 Q. And if Afsoon Hagh did work on behalf of
9 Cummings Manookian, that would have violated that
10 agreement, correct?

11 A. If she was an associate or an employee of the
12 firm and worked on it, I don't know if that would be
13 seen as a violation. I guess that's a legal
14 conclusion.

15 Q. Well, you agree with me that it says, "All
16 work on this matter by our firm, Cummings Manookian,
17 will be done by Brian Cummings or Brian Manookian,"
18 correct?

19 A. Yes.

20 Q. So if she did work on the matter, that would
21 be inconsistent with that representation, correct?

22 A. Not that I know how all firms work, but
23 normally the engagement letter will list the primary
24 attorneys that are going to be responsible for the
25 case. But, I mean, it says what it says. I don't

1 know what that -- beyond that.

2 Q. And what it says is that all the work on the
3 case will be done by Brian Cummings or Brian
4 Manookian, correct?

5 A. Yes.

6 Q. Did there come a time that Cummings Manookian
7 withdrew from representing Mr. Keefer and Mr. Goodwin?

8 A. I think there is some motion for withdrawal in
9 that case maybe by Mr. Manookian. I think I've seen
10 something on that recently.

11 Q. And Mr. Cummings withdrew previously, correct?

12 A. Yes, yes. That's correct.

13 Q. And Mr. Manookian also withdrew?

14 A. I think that's correct.

15 Q. And Cummings Manookian itself withdrew from
16 representing them, correct?

17 A. I don't remember what the withdrawal on that
18 case said.

19 Q. But if there was no attorney with an active
20 law license, Cummings Manookian could not, as a matter
21 of law, continue to represent these clients, correct?

22 A. I would say that that's correct. I think
23 there were engagement letters with other lawyers that
24 did not include the Cummings Manookian lawyers.

25 Q. Are you aware of any other written contract

1 between Cummings Manookian and Mr. Goodwin and
2 Mr. Keefer?

3 A. Cummings Manookian and -- no.

4 Q. And is this April 2017 letter the basis for
5 your claim that Cummings Manookian is entitled to fees
6 in the Fitzgerald case -- excuse me -- Shoemaker case?

7 A. Yes.

8 Q. And that's the sole basis for the entitlement
9 fees?

10 A. Yes. Unless there's some equitable right to
11 fees.

12 Q. But with respect to the claims that you've
13 made in this case, they all spring from this April
14 2017 agreement?

15 A. Correct. Yes, sir.

16 Q. Okay. So this letter sets forth Cummings
17 Manookian's entitlement to funds from the client; is
18 that correct?

19 A. From the client, if they receive a settlement,
20 judgment or an award.

21 Q. That's right. So this is an agreement wherein
22 the law firm agrees to perform services for the client
23 and the client agrees to pay the law firm a portion of
24 the funds that get recovered; is that right?

25 A. Correct. Correct.

1 Q. And those are the only two parties to this
2 agreement; it's Cummings Manookian and -- I suppose
3 three parties -- Mr. Goodwin and Mr. Keefer, correct?

4 A. Yes.

5 Q. Looking at Page 3 of this letter, do you see
6 the last section where it says, "Mediation and binding
7 arbitration of any attorney-client disputes"?

8 A. Yes.

9 Q. And do you agree with me that the paragraph
10 under that heading states that "In order to resolve
11 any dispute under this agreement, you must first go to
12 mediation for a good-faith attempt at resolving the
13 dispute"?

14 A. I see that paragraph, yes.

15 Q. And then "If mediation does not resolve the
16 dispute, any ongoing disputed issues must be submitted
17 for final disposition by an agreed-to arbitrator for
18 binding arbitration." Is that correct?

19 A. Correct.

20 Q. And so the last sentence says, "Consequently,
21 neither the client nor the attorneys in this
22 attorney-client relationship can file litigation over
23 or about any alleged or real dispute within the
24 attorney-client relationship and the forum for any
25 such dispute must first be a good-faith mediation and

1 then binding arbitration."

2 Did I read that correctly?

3 A. Yes.

4 Q. Have you, on behalf of Cummings Manookian,
5 attempted to engage in a good-faith mediation about
6 this contract?

7 A. A mediation, no.

8 Q. And have you, on behalf of Cummings Manookian,
9 submitted any dispute arising from this contract to an
10 arbitrator?

11 A. No.

12 Q. Why haven't you done that?

13 A. Well, I don't think we're in a dispute with
14 Mr. Keefer about the -- what fees Cummings Manookian
15 are entitled to.

16 Q. The nature of your claims in this case is that
17 Mr. Keefer should be paying Cummings Manookian funds
18 rather than paying another entity funds, correct?

19 A. Funds have already been paid. Well, no. Let
20 me think about that. I'm listening to Mr. Manookian
21 over here. I know that -- yeah, that's right. The
22 funds have been paid. They have been paid.

23 Q. But you are seeking, on behalf of Cummings
24 Manookian, to -- you're attempting to lay claim to
25 some of Mr. Keefer's money, correct?

1 A. Some of the attorney fee portion of the
2 settlement, yes.

3 Q. And that attorney's fee portion of the
4 settlement is determined by this contract, correct?

5 A. Correct.

6 Q. And under the terms of this contract, any
7 dispute arising from the contract has to be taken to
8 mediation and then arbitration, correct?

9 A. I still think this has to do with a dispute
10 between the client and the attorney. And this dispute
11 is between attorney firms, law firms.

12 Q. Have you ever made any demand on Mr. Keefer?

13 A. No.

14 Q. Why haven't you done that?

15 A. Well, the settlement in this was only
16 recently, I understand, and the monies had already
17 been paid by the time I knew anything about that. I
18 think they had already been paid to Mr. Edwards, I
19 believe.

20 Q. What about in the Fitzgerald case? Have you
21 made any demand on Mr. Fitzgerald for a portion of the
22 fee?

23 A. No.

24 Q. And if Mr. Fitzgerald directed that a portion
25 of the fee be paid to Cummings Manookian, would that

1 resolve your dispute in the Fitzgerald case?

2 A. I guess it would depend on what portion of the
3 fees he directed to be paid to Cummings Manookian.

4 Q. But you would agree with me that neither
5 Mr. Fitzgerald nor Mr. Keefer have approved any
6 payment to Cummings Manookian, would you not?

7 A. I have -- I don't know. I have seen -- I
8 haven't seen any distribution signed by Mr. Keefer for
9 the Shoemaker case. I know Cummings Manookian wasn't
10 paid any money. On the Fitzgerald case, I believe the
11 funds were -- Mr. Manookian instructed Mr. Meisner to
12 pay those funds to Hagh Law and that the order should
13 state that.

14 But I have seen a -- what I would call a
15 distribution statement signed by Mr. -- I don't know
16 if it was just -- I guess both the Fitzgeralds -- I'm
17 not sure -- I can't remember -- authorizing that the
18 funds be paid to Hagh Law. But I think that may have
19 been after the funds had already been distributed.
20 But I'm still looking at all of that.

21 Q. In any event, that was after the December 2018
22 withdrawal letter that we looked at earlier today,
23 correct?

24 A. Yes.

25 Q. You've asserted that Cummings Manookian is

1 entitled to 100 percent of the fee in the Fitzgerald
2 case; is that right?

3 A. Yes.

4 Q. And so you allege that all of the legal work
5 that was done in that case was done by Cummings
6 Manookian?

7 A. Yes.

8 Q. And then with respect to the Shoemaker case,
9 what work did Cummings Manookian do on the Shoemaker
10 case?

11 A. I don't know specifically what work they did.
12 I know the complaint was filed by Brian Cummings and
13 Afsoon Hagh -- Afsoon Hagh for Cummings Manookian.

14 Q. And is that the pleading we talked about
15 earlier where we agreed that Mr. Cummings drafted that
16 complaint?

17 A. I don't think we agreed he drafted that
18 complaint. He signed the complaint.

19 Q. Do you know who drafted the complaint?

20 A. I do not.

21 Q. Will you be asking Ms. Hagh if she drafted the
22 complaint?

23 A. I assume so.

24 Q. Have you asked Mr. Cummings about that?

25 A. No. I assume he'll be asked that in his

1 deposition.

2 Q. And before you filed this adversary
3 proceeding, did you contact Mr. Cummings to find out
4 who had done what work in that case?

5 A. No.

6 Q. Why not?

7 A. Well, we were under a time crunch, for one
8 thing, but I -- I don't think there was any -- I
9 assumed there was not any dispute with Mr. Cummings
10 about whether Cummings Manookian was entitled to any
11 fees in the Shoemaker case.

12 Q. But if you wanted to figure out how much of
13 the fee in Shoemaker Cummings Mankookian was entitled
14 to, wouldn't you want to talk to the attorney who did
15 work on behalf of Cummings Manookian?

16 A. Well, once the adversary proceeding was filed,
17 then I'm relying on working with my attorney, and I
18 don't know if I can say anymore about that.

19 Q. But to your knowledge, Mr. Young has not
20 called Mr. Cummings to try to find out what percentage
21 of the fee Cummings Manookian should be entitled to in
22 Shoemaker?

23 A. I believe that Mr. Cummings is working off --
24 and I may be wrong about this -- is working off the
25 original Cummings Manookian engagement letter. And we

1 had an agreement with Mr. Cummings that any cases that
2 he worked on, we would decide the fee.

3 The percentage fees would be decided according
4 to the agreement that the members had. At Cummings
5 Manookian, there was a formula for what the fees would
6 be, and that's the way the fees were determined that
7 I've received from Mr. Cummings in the bankruptcy
8 case.

9 Q. And have you used that formula in the
10 Fitzgerald case?

11 A. No.

12 Q. Why haven't you done that?

13 A. I don't think that Mr. Cummings -- that's a
14 good question. I don't think Mr. Cummings claims any
15 fees in the Fitzgerald case. I'm not aware that he
16 does.

17 Q. What about in the Shoemaker case?

18 A. Yes, he does.

19 Q. And did you use that formula in the Shoemaker
20 case?

21 A. Use the formula how? I haven't made a full
22 decision on how much Cummings Manookian should be
23 entitled to in the Shoemaker case, but, you know, it
24 would -- it just depends.

25 Q. And what is going to determine how much you

1 claim Cummings Manookian is entitled to in the
2 Shoemaker case?

3 A. After we complete discovery and I discuss it
4 with my attorney, then I'll make a decision.

5 Q. And is it based on the number of hours that
6 were done -- put into the case by attorneys at the
7 various firms?

8 A. No. I think it would be part of a contingency
9 based on the original -- on the Cummings Manookian
10 engagement letter and how long Cummings Manookian was
11 attorney for the plaintiffs in the case before another
12 attorney firm took over representation.

13 Q. So in your view it's based on the length of
14 time that Cummings Manookian was representing them
15 before another firm came in to represent them?

16 A. Based on the -- based on the engagement letter
17 and my understanding of how that works.

18 Q. Does it impact your view of how much Cummings
19 Manookian is entitled to whether no work was done over
20 a period of time? Meaning, isn't it more than just
21 how long they represent them but also what work is
22 done during that representation?

23 A. I think -- well, I know that that is if you're
24 seeking equitable right to a fee, then I believe it's
25 the value of the services, but I think it does -- the

1 number of hours figure into that somehow.

2 Q. Do you have personal experience with
3 contingency fee litigation?

4 A. Not where I've represented. I'm trying to
5 think. No. I mean, obviously I have bankruptcy
6 cases where debtors have causes of action, and they've
7 already employed attorneys or I employ those attorneys
8 or employ new attorneys to represent the estate on the
9 same contingency fee basis.

10 Q. With respect to this April 2017 engagement
11 letter with Mr. Goodwin and Mr. Keefer, this has the
12 same termination of professional relationship language
13 in it that the Fitzgerald engagement letter has,
14 correct?

15 A. What date did you say? April -- you said
16 April 17th?

17 Q. I'm looking at the April 2017 letter that's in
18 front of you.

19 A. Oh, April of 2017. April 19, 2017. Yes.

20 Q. Yes. And at the bottom of Page 2 and top
21 of Page 3, you'll agree that this has the same
22 termination of professional relationship clause that
23 the Fitzgerald agreement has?

24 A. Yes.

25 Q. And that's the one where it informs the client

1 that if the client fires them, the attorneys may be
2 able to seek some portion of the attorney's fee, and
3 then it says if we withdraw, we will seek our costs,
4 we will recover our costs, correct?

5 A. It just says -- it's silent on that, but it
6 does say it doesn't relieve you of the responsibility
7 to pay costs.

8 Q. Right. And it doesn't say anything about fees
9 there.

10 A. No.

11 Q. But your position on behalf of Cummings
12 Manookian is that even though these clauses are silent
13 about fees, that Cummings Manookian has the right to
14 take fees from its clients, even though it didn't say
15 anything about that in the contract?

16 A. I think it may depend on the situation. And
17 even in Shoemaker, I don't think we know all of the --
18 all of the workings of that, as to what the client --
19 why the client chose to enter into a engagement letter
20 with Manookian, PLLC, and then with John Edwards.

21 Q. Well, you understand, ma'am, that one of the
22 reasons for the requirement of a written engagement
23 letter in a contingency fee case is a concern that
24 lawyers may take advantage of clients who are not
25 sophisticated and so they need to memorialize the

1 agreement in writing and spell everything out and have
2 it signed by the client, correct?

3 A. Correct.

4 Q. And the position you're taking in this case,
5 on behalf of a law firm, is that even though there's
6 no reference to attorney's fees in the Shoemaker or
7 Fitzgerald engagement agreement, that a law firm is
8 entitled to take attorney's fees out of a settlement,
9 correct?

10 A. I'm sorry. Ask me that question again.

11 Q. The position that you're taking in this case,
12 on behalf of a law firm, is that even though the
13 engagement letter is silent about the ability to
14 collect attorney's fees from a client in the event of
15 a withdrawal, that the law firm is entitled to take
16 those fees out of the client's settlement. That's
17 your position?

18 A. There may be a dispute that arises about that,
19 but I think depending on the situation of why they
20 withdrew -- you know, say if there was some misconduct
21 on the part of the client or that sort of thing, but I
22 think it would just depend on why there was a
23 withdrawal.

24 Q. But, I mean, the position you're taking in
25 this case is that after a withdrawal, you're asserting

1 that Cummings Manookian has the ability to claim
2 attorney's fees in these two cases, correct?

3 A. I think for the time that they represented --
4 or because they had an engagement letter and they
5 represented the plaintiff, I think they would have a
6 right to attorney fees -- a portion of the attorney
7 fees.

8 Q. Even though they didn't put that language in
9 the engagement agreement, correct?

10 A. (Pause.)

11 Q. I'm sorry. Correct?

12 A. I'm sorry. I got distracted by Mr. Manookian
13 so I forgot what your question was.

14 Q. My question is: You're taking the position in
15 this case that even though the engagement agreement
16 between Cummings Manookian and the clients in
17 Fitzgerald and Shoemaker does not specify, in contrast
18 to the prior paragraph, that the firm may collect
19 attorney's fees in the event it withdraws, the
20 position you're taking is that it is entitled to do
21 that, right?

22 A. I think it could, depending on the situation.

23 Q. Have you done anything to look into whether
24 the position you're taking in this case is consistent
25 with the rules of professional conduct governing

1 lawyers?

2 A. No.

3 Q. Are you going to do that?

4 A. I will.

5 Q. So you will commit to retaining an expert to
6 see if the position you're taking in this case is an
7 ethical position for a lawyer to take?

8 A. If that's what I need to do, I will do that.

9 Q. Do you think that's what you need to do?

10 A. I don't know without consulting with my
11 attorney.

12 MR. GABBERT: Is that Exhibit 4? Did we
13 list that Exhibit 4?

14 MR. SPRAGENS: Yes, that's Exhibit 4.

15 BY MR. SPRAGENS:

16 Q. With respect to the Shoemaker settlement --
17 and we can set aside that exhibit for now -- were you
18 involved in the settlement negotiations that ended the
19 Shoemaker case?

20 A. No.

21 Q. Was Cummings Manookian involved in that
22 conversation at all?

23 A. I do not think so, no.

24 Q. So it's fair to say that Cummings Manookian
25 did not secure the settlement in the Shoemaker case,

1 is it not?

2 A. Well, I think that depends on -- they weren't
3 involved when there was the settlement, but I would
4 think that from the beginning to the ending of the
5 case, everybody's working toward some result, whether
6 it's a settlement or a trial.

7 Q. There came a time where Cummings Manookian no
8 longer had any attorneys and didn't participate in any
9 settlement discussion, correct?

10 A. I think that's correct.

11 Q. And then Mr. Edwards got involved in the case?

12 A. Correct.

13 Q. And do you know what the highest offer in the
14 Shoemaker case was while Cummings Manookian was
15 involved in the case?

16 A. I do not.

17 Q. Have you asked Mr. Cummings about that?

18 A. No.

19 Q. Do you know if Mr. Young has done that?

20 A. I don't know.

21 Q. Well, is knowing what the highest offer that
22 was on the table when Cummings Manookian was involved
23 in the case, is that relevant to your decision about
24 what portion of the fee in Shoemaker Cummings
25 Manookian is entitled to?

1 A. I haven't evaluated that yet, so I don't know.

2 Q. Are you going to try to find out that
3 information?

4 A. Yes. We've still got depositions, other
5 depositions to take.

6 Q. So you'll be asking what the best offer that
7 was on the table when Cummings Manookian was involved
8 in the Shoemaker case was?

9 A. If that's relevant to deciding what fee that
10 Cummings Manookian is entitled to.

11 Q. And do you think that that's relevant as the
12 trustee for Cummings Manookian?

13 MR. YOUNG: Objection to the extent it
14 calls for a legal conclusion.

15 THE WITNESS: I don't know.

16 BY MR. SPRAGENS:

17 Q. You're a lawyer, right?

18 A. That's correct.

19 MR. SPRAGENS: Let's just take a
20 five-minute break, if you don't mind. I might be
21 nearing the end here.

22 (Recess observed.)

23 BY MR. SPRAGENS:

24 Q. Ms. Burton, I wanted to talk a little bit
25 about the Shoemaker case with you. Do you recall

1 whether Mr. Cummings signed that complaint on behalf
2 of Cummings Law or Cummings Manookian?

3 A. The Shoemaker complaint?

4 Q. Uh-huh.

5 A. I think it was -- the Shoemaker complaint, I
6 think, was -- he signed on behalf of Cummings Law or
7 whatever his other law firm was.

8 Q. It was after he had left Cummings Manookian?

9 A. Correct.

10 Q. And the work he did at Cummings Law was not on
11 behalf of Cummings Manookian, correct?

12 A. Correct. Correct.

13 Q. There's no alterego or continuation theory
14 with respect to what Mr. Cummings was doing at
15 Cummings Law, correct?

16 A. No.

17 Q. And then your basis for asserting that
18 Ms. Hagh was acting on behalf of Cummings Manookian is
19 that on the complaint it does not list -- or it lists
20 her as associate with Cummings Manookian; is that
21 correct?

22 A. It lists her and Cummings Manookian, being at
23 Cummings Manookian, or however you would say that.

24 Q. Well, when you say "being at Cummings
25 Manookian," do you mean that it said Cummings

1 Manookian under her name or --

2 A. I believe that's right. I believe that's

3 correct.

4 Q. Do you know if Cummings Manookian paid the

5 filing fee in that case?

6 A. I think they paid the -- I think the filing

7 fee was paid.

8 Q. By Cummings Manookian?

9 A. I don't -- I don't know who paid the filing

10 fee.

11 Q. Do you know if Cummings Manookian advanced any

12 costs in that case?

13 A. In which case?

14 Q. In the Shoemaker case.

15 A. I do not know. No, I don't know.

16 Q. Would you agree with me that the costs in that

17 case were over \$100,000?

18 A. That's what I was told.

19 Q. By whom?

20 A. Mr. Young through -- there was \$100,000

21 that was paid, I think, to Afsoon Hagh out of the

22 settlement to pay expenses. We were informed of that

23 by Mr. Gabbert, and we asked for evidence of what was

24 paid.

25 Q. And Cummings Manookian did not advance any of

1 those \$100,000, did they?

2 A. I don't know. But it didn't receive any
3 reimbursement of any fees.

4 Q. And you're not claiming any on its behalf, are
5 you?

6 A. I don't know. I don't think we have records
7 to see what -- we don't have bank records for Cummings
8 Manookian to know.

9 Q. As far as you know, sitting here today, the
10 over \$100,000 that was paid was paid by Hagh Law out
11 of a Hagh Law bank account?

12 A. I don't know that. I just know that there
13 were \$100,000 worth of expenses that we were informed
14 -- that 100,000 of the proceeds that Mr. Gabbert was
15 holding was going to be paid to Afsoon Hagh to pay
16 expenses in Shoemaker.

17 Q. And did some portion of the expenses in that
18 case go to Brian Cummings?

19 A. I don't know. I don't know.

20 Q. You have control over Cummings Manookian's
21 accounts right now; is that right?

22 A. I have control over the Cummings Manookian
23 bankruptcy bank account.

24 Q. You did not authorize any advanced costs in
25 the Shoemaker case on behalf of Cummings Manookian,

1 did you?

2 A. No.

3 Q. And you're not -- therefore, you're not
4 seeking recovery of any costs that you've authorized,
5 correct?

6 A. That the bankruptcy estate made, no.

7 Q. And the rest of the costs, to your knowledge,
8 were advanced either by Hagh Law or Cummings Law; is
9 that correct?

10 A. I don't know. I don't know, like, at the
11 beginning of the case who advanced what, what costs.

12 Q. In your time as the trustee for Cummings
13 Manookian, did you offer to pay any expenses in the
14 Shoemaker case?

15 A. No.

16 Q. Why didn't you do that?

17 A. Well, I think there was a dispute about
18 whether Cummings Manookian was entitled to -- I mean,
19 from the very beginning, Mr. Manookian has taken the
20 position that Cummings Manookian isn't entitled to any
21 fees. But we weren't requested -- the bankruptcy
22 estate didn't receive any requests to advance any
23 expenses.

24 Q. But fair to say that since you've been the
25 trustee for Cummings Manookian, you have not -- the

1 firm has not participated in the Shoemaker case during
2 that time period, has it?

3 A. The bankruptcy estate?

4 Q. Yes.

5 A. Correct.

6 Q. And Cummings Manookian hasn't done anything in
7 the Shoemaker case since the time you've been the
8 trustee of the bankruptcy estate?

9 A. Correct.

10 Q. What was the last act that Cummings Manookian
11 did in the Shoemaker case?

12 A. I don't know.

13 Q. Do you know any work that Cummings Manookian
14 did in the Shoemaker case?

15 A. I know that the -- obviously, the -- of
16 course, I'm assuming from the engagement letter to the
17 filing of the complaint, that there was work done on
18 that by Cummings Manookian. Cummings Manookian, based
19 on the signature on that complaint, was involved in
20 the complaint.

21 Beyond that, I know we've gotten, recently,
22 some discovery and I'm still going through that. But
23 other than that, I don't know anything. I don't think
24 I know anything specifically.

25 Q. On what date was the Shoemaker case filed, as

1 best you recall?

2 A. I think it was in -- is it 2018? It was after
3 Mr. Manookian was suspended the first time, I believe,
4 so it was after that date. I can't remember if that
5 was '18 or '19. But yeah.

6 Q. Maybe I can help you jog your memory a little.
7 Do you recall that he sent that withdrawal letter
8 December of 2018? And so I'll suggest to you that I
9 think that case was filed February 2019.

10 A. That's correct.

11 Q. At that time, there were no members of
12 Cummings Manookian that had an active license to
13 practice law, correct?

14 A. Correct.

15 Q. Because Mr. Manookian, at that point, was the
16 only member of Cummings Manookian, and he did not have
17 an active law license?

18 A. Correct.

19 Q. Do you recall whether the Court ordered an
20 amended complaint be filed in the Shoemaker case?

21 A. I don't know.

22 Q. So you don't know if the operative complaint
23 in the case was the same one that you're describing
24 that Mr. Cummings and Ms. Hagh filed?

25 A. I do not know.

1 Q. You would agree that at the time the Shoemaker
2 case was settled, it was settled based on the then
3 operative complaint, not a prior complaint, right?

4 A. I would say so, yes, unless those two were
5 taken together. I don't know. But I would say the
6 amended complaint.

7 Q. So the case that was settled was the case that
8 was filed in the amended complaint?

9 A. I don't know.

10 Q. But you would agree that whatever the
11 operative complaint was, that was the case that was
12 settled, correct?

13 A. I don't know what all was included in that
14 amended complaint, if it added or dropped or -- I
15 don't know -- restated. It may say in there --
16 sometimes they say we adopt and restate. I just don't
17 know. I don't think I've seen that.

18 Q. Have you read all of the pleadings in the
19 Shoemaker case?

20 A. No, I have not.

21 Q. Have you read any of the pleadings in the
22 Shoemaker case?

23 A. Yes.

24 Q. Which ones?

25 A. I believe I've read the complaint in the

1 Shoemaker case.

2 Q. And was that the initial complaint that you've
3 been talking about earlier that Mr. Cummings and
4 Ms. Hagh filed?

5 A. I don't recall whether it said amended or not.
6 I'd have to go back and look.

7 Q. And it had Mr. Cummings' signature on it,
8 right?

9 A. It did.

10 Q. Have you read anything other than that
11 complaint in the Shoemaker case?

12 A. I don't think so.

13 Q. Do you know how many depositions were taken in
14 that case?

15 A. I do not.

16 Q. Have you read any of the deposition
17 transcripts in that case?

18 A. I have not. I don't know that we've been
19 provided with any of those.

20 Q. Have you gone on to CaseLink to look at the
21 file for that case?

22 A. No.

23 Q. Do you know how many pleadings there -- or how
24 many entries there are in the docket?

25 A. No.

1 Q. Any reason that you haven't tried to educate
2 yourself about the Shoemaker case?

3 A. No.

4 Q. It's fair to say that you, on behalf of
5 Cummings Manookian, were not actively participating in
6 the Shoemaker case?

7 A. Correct.

8 Q. And you don't know what, if any, work Cummings
9 Manookian did on that case at the beginning, do you?

10 A. No.

11 Q. You know that they signed up the client and
12 then, at some point, Mr. Cummings and Ms. Hagh filed a
13 complaint?

14 A. Correct.

15 Q. And that's the substance and extent of your
16 knowledge on the Shoemaker case?

17 A. Yes, unless there were other pleadings that
18 Ms. Hagh signed that had the Cummings Manookian
19 information on it, but I don't recall if there were
20 any.

21 Q. Is it possible that the only pleadings that
22 you would be reading in that case are the ones that
23 Ms. Hagh filed that you allege supports your theory of
24 the case?

25 A. Ask me -- I'm sorry. Ask me that question

1 again.

2 Q. Is it possible that the only pleadings that
3 you have been reading in Shoemaker are the ones that
4 in your view or Mr. Young's view support your alterego
5 or continuation liability theory in this case?

6 A. I don't know what Mr. Young thinks about that,
7 but, you know, for me it was a case in which Cummings
8 Manookian had a engagement letter and worked on for
9 some period of time and -- before another firm had
10 an engagement letter. And based on that, it's my
11 understanding that Cummings Manookian has a right to a
12 fee in that case.

13 Q. But the work that you did -- the work that
14 you're aware of in that case is strictly signing up
15 the client in terms of what Cummings Manookian did,
16 correct?

17 A. I don't know what all is included. I'm the
18 bankruptcy trustee. But I don't know.

19 Q. You know that they signed up the client and
20 then time passed, and you're assuming that they did
21 some work during that time period on the case?

22 A. I would think they had to before the complaint
23 was filed.

24 Q. But you don't know that Cummings Manookian
25 drafted the complaint, do you?

1 A. Drafted the complaint? No.

2 Q. Right. And you do agree that at the time the
3 case settled, Cummings Manookian was no longer
4 representing the client in that Shoemaker case?

5 MR. YOUNG: Objection. Asked and
6 answered.

7 THE WITNESS: I believe that's correct,
8 because I think it was settled after the bankruptcy
9 petition was filed.

10 BY MR. SPRAGENS:

11 Q. And as you sit here today, you're not prepared
12 to testify what portion of the Shoemaker fee Cummings
13 Manookian is entitled to?

14 A. No.

15 Q. And are you seeking to recover some funds from
16 Manookian, PLLC, with respect to the Shoemaker fee?

17 A. I don't know that they've -- I don't know that
18 they've received any of the settlement proceeds in the
19 -- it's my understanding that Mr. -- I'm sorry. Back
20 up.

21 I don't know that Manookian, PLLC, has
22 received any funds from the settlement of that case.
23 It's my understanding that after John Edwards was
24 paid some amount, the funds were being held in
25 Mr. Gabbert's trust account. But I think it's still

1 up in the air about whether or not Manookian, PLLC,
2 claims a portion of that for attorney fees in that
3 case.

4 Q. And as it stands right now, that fee is still
5 -- it's still the client's money; isn't that the case?

6 A. I don't know how that is considered. It's
7 been -- it's paid. The clients don't have it. The
8 attorneys -- Mr. Gabbert has the fees. And the
9 attorneys are -- you know, Mr. Cummings is claiming
10 the interest in those fees. So I think it's a matter
11 between the attorneys now.

12 Q. And you agree that with respect to the
13 Shoemaker case, Hagh Law is entitled to some portion
14 of that fee?

15 A. I think that's correct. Well, I know that
16 there is a Manookian, PLLC, engagement letter that in
17 that first paragraph, it says that you're represented
18 by Manookian, PLLC. But in the paragraph that usually
19 says, within that firm, who's working on the cases, it
20 says Brian Manookian and Afsoon Hagh, and I think it
21 mentions both of the law firm names.

22 Q. So it says Hagh Law in that --

23 A. In that letter. Somewhere in that letter it
24 does. And in the contingency -- yeah, the contingency
25 part in that letter it mentions Cummings Law, Brian

1 Cummings.

2 Q. So based on that letter with the
3 representation about Hagh Law in it, do you agree that
4 Hagh Law is entitled to some portion of the Shoemaker
5 fee?

6 A. I don't know, but I would say -- well, yes.
7 Yes. I was going to say I don't know, but I know Hagh
8 Law claims an interest in those -- those fees, and I
9 don't know whether it can be argued that she did or
10 didn't have an engagement letter, but she is -- her
11 firm is mentioned in that letter.

12 Q. And do you recall that there was another
13 engagement letter in that case, the one that
14 Mr. Edwards signed along with Ms. Hagh?

15 A. Yes. And Mr. Manookian also signed that, but
16 I think it's a waiver or something.

17 Q. So that letter governs the distribution of the
18 attorney's fee in that case, correct?

19 A. That's the question, isn't it? But yes,
20 that's another engagement letter.

21 Q. And you don't disagree that Afsoon Hagh and
22 Hagh Law did perform substantial work on the Shoemaker
23 case?

24 A. I don't know about substantial work, but they
25 were lawyers in the firm -- in that firm.

1 Q. If you went on CaseLink and looked through the
2 docket and you saw a bunch of pleadings by Ms. Hagh
3 and were aware of court appearances by Ms. Hagh, would
4 that satisfy you that Ms. Hagh and Hagh Law did
5 substantial work in that case?

6 A. I think that and her deposition, what she says
7 in her deposition.

8 Q. With respect to the Fitzgerald case, do you
9 agree that Afsoon Hagh personally performed
10 substantial work on that case?

11 A. I don't -- I don't know.

12 Q. But you are aware that she sent letters and
13 signed pleadings and did work on that case, aren't
14 you?

15 A. I have signed pleadings. I don't know that I
16 have letters.

17 Q. Do you know whether Ms. Hagh drafted and
18 argued the motion for summary judgment in that case?

19 A. My recollection is there is a motion for
20 summary judgment in that case that was filed by Afsoon
21 Hagh but with Cummings Manookian.

22 Q. Okay. And do you know, regardless of the
23 entity -- I'm not really concerned about that at this
24 moment. Do you know whether she went and argued that
25 motion in court?

1 A. I do not know.

2 Q. Do you have any reason to dispute that she
3 personally invested a lot of time and energy working
4 on the Fitzgerald matter?

5 A. I don't know.

6 Q. But if she testifies that she did, you'll --
7 you'll believe that?

8 A. Yes, unless -- yes.

9 Q. But you're asserting 100 percent fee
10 entitlement by Cummings Manookian in that case,
11 correct?

12 A. Correct.

13 Q. So are you going to pay Ms. Hagh for the time
14 she spent working, you allege, on behalf of Cummings
15 Manookian?

16 A. I haven't thought about that.

17 Q. I mean, somehow she's got to get paid for the
18 work she did, right?

19 A. I guess she would have to file a claim in the
20 bankruptcy court.

21 Q. As the employee, in your view, of the debtor?

22 A. Possibly. I just haven't thought about that.

23 Q. And under your reading of the situation, the
24 only way that Ms. Hagh gets paid for the work she did
25 is if she files a claim as an employee of Cummings

1 Manookian to get paid; is that right?

2 A. Well, if the fee belongs to Cummings
3 Manookian. I guess it just depends on what her
4 compensation was when she was employed by Cummings
5 Manookian.

6 Q. And do you know whether she was ever
7 compensated by Cummings Manookian?

8 A. Mr. Manookian said she was not, that she was
9 not.

10 Q. So your view of the situation is that Ms. Hagh
11 did a lot of free work, legal work, for Cummings
12 Manookian and never got paid and you're going to keep
13 not paying her?

14 A. I don't know that. I don't know if she did
15 free work.

16 Q. Isn't it possible that she just ran her own
17 law firm and it was called Hagh Law and she is
18 entitled to part of that fee?

19 A. It could be.

20 MR. SPRAGENS: All right. I don't have
21 anything further right now. I don't know if
22 Mr. Gabbert has any questions.

23 E X A M I N A T I O N

24 BY MR. GABBERT:

25 Q. Do you have any evidence whatsoever that --

1 and I'm going to talk about Ms. Hagh. And when I
2 refer to Ms. Hagh, I'm talking about Hagh, and Hagh
3 Law. Okay?

4 A. Okay.

5 Q. Do you have any evidence whatsoever that Hagh
6 or Hagh Law took any furniture, property of any kind
7 whatsoever, from the debtor?

8 A. No.

9 Q. Do you have any evidence that she was ever a
10 member of the debtor?

11 A. No.

12 Q. Do you have evidence that she performed work
13 on behalf of the debtor after Mr. Manookian's
14 suspension?

15 A. In --

16 Q. On behalf of the debtor, I'm talking about.

17 A. She was listed as the attorney in the
18 complaint, the Shoemaker complaint that was filed.

19 Q. As part of Cummings Manookian or her
20 separately?

21 A. Part of Cummings Manookian. And then in the
22 Fitzgerald case -- I have to get that back in my head
23 about when Mr. Manookian was suspended. October of --

24 MR. MANOOKIAN: I'll just put on the
25 record, I wrote the letter to the Fitzgeralds. My

1 recollection is I waited until the very last day.
2 The Tennessee Supreme Court -- I was temporarily
3 suspended. They then stayed the suspension for some
4 period of time and then lifted the stay. And so by
5 December 7th of 2018, I was effectively suspended from
6 the practice of law.

7 THE WITNESS: After December of '18,
8 there was the pleading that was filed that said
9 Mr. Manookian was withdrawing from the case but Afsoon
10 Hagh would continue representing the plaintiffs.

11 I believe there was -- there may have
12 been some communication with Ronette McCarthy during
13 the pendency of the Fitzgerald case, and then we
14 already talked about -- and I think there may have
15 been other pleadings in the Fitzgerald case that
16 either stated Cummings Manookian or Afsoon Hagh with
17 the Cummings Manookian address, telephone, all of
18 that. And then we talked about the filing of the
19 Shoemaker complaint, that she was listed as an
20 attorney with the --

21 BY MR. GABBERT:

22 Q. But she wasn't a signatory on that?

23 A. Pardon me?

24 Q. But she wasn't a signatory on that?

25 A. I don't think so. I think Cummings Manookian

1 -- I mean -- I'm sorry -- Brian Cummings signed that
2 pleading.

3 Q. After the filing of bankruptcy, Cummings
4 Manookian had nothing -- no involvement whatsoever in
5 any of those cases, right?

6 A. Correct.

7 Q. Okay. And you have no evidence of what
8 Cummings Manookian did prior to the filing of
9 bankruptcy in these cases?

10 A. The pleadings that I've seen and the emails
11 and document preparation. But personally, do I know?
12 No.

13 Q. Okay. So you don't know -- I mean, you're
14 just talking about these documents you're talking
15 about, right?

16 A. Right.

17 Q. Okay. The work that was done on these cases
18 prior to the bankruptcy, do you have evidence of what
19 work she did prior to that and what her relationship
20 was, whatsoever, with the firm, the debtor?

21 A. I think we have some through discovery, what
22 we've received in discovery.

23 Q. Okay. But nothing separate from that?

24 A. No.

25 Q. Do you have any evidence whatsoever that she

1 basically has ever used the offices on that address
2 other than as a mailing address?

3 A. No.

4 Q. Okay.

5 A. I think there can be a reasonable inference or
6 an assumption, but I think Mr. --

7 Q. That's all you have? That's all you have?

8 A. Yes, sir. Yes, sir.

9 Q. You are assuming that she used it?

10 A. Yes.

11 Q. Do you consider Cummings, LLC, to be in any
12 way related to the debtor, other than the fact that he
13 was a member of both?

14 A. No.

15 Q. Do you have any claim whatsoever that Hagh Law
16 is in any way associated with the debtor?

17 A. Unless under the theory that it was just a
18 continuation of the debtor. But Hagh Law was a
19 separate LLC. It was formed.

20 Q. What do you mean by "continuation of the
21 debtor"?

22 A. The successor liability where the -- Brian
23 Manookian and Afsoon Hagh, and I think you're just
24 asking me about her, basically continued doing the
25 same work for the same clients at the same.

1 Q. Everybody practices law, right?

2 A. Pardon me?

3 Q. Everybody practices law, all of these people

4 practice law?

5 A. Yes.

6 Q. So if they continue practicing law, then

7 that's related to the debtor?

8 A. In some instances with that -- with those

9 cases.

10 Q. Do you have any evidence that she ever

11 received any payment whatsoever from the debtor?

12 A. I do not. We were never furnished with bank

13 records that we requested.

14 Q. Do you have any --

15 A. Well, I take that -- well, I don't know that

16 you would consider that from the debtor, but she did

17 receive settlement proceeds, part of the settlement

18 proceeds, attorney fee, in the Fitzgerald case.

19 Q. Uh-huh. And she was involved in the

20 Fitzgerald case, right?

21 A. Yes.

22 Q. So whatever relationship she had, if she had

23 an entitlement to it as part of the fee, she could

24 have the fee for whatever work she did, right?

25 A. I'm sorry. Ask me that --

1 Q. Whatever her percentage was, her agreement was
2 with the debtor if she got that part of the fee?

3 A. I think the reason she got that part of the
4 fee in the Fitzgerald matter was the receiver only
5 needed a certain amount to pay the creditor for which
6 he had been appointed receiver, so anything in excess
7 of that, at that time, was -- there wasn't a claim for
8 Cummings Manookian.

9 Q. And that receiver is in the room today, right?

10 A. Yes.

11 Q. Okay.

12 MR. YOUNG: I don't think I have anything
13 else right now.

14 MR. SPRAGENS: I just have a couple of
15 quick follow-ups.

16 E X A M I N A T I O N

17 BY MR. SPRAGENS:

18 Q. Ms. Burton, what damages did Cummings
19 Manookian experience as a result of any defendant
20 using a phone number or email address that belonged to
21 Cummings Manookian?

22 A. Ask me that again.

23 Q. What damages did Cummings Manookian suffer as
24 a result of any defendant using a phone number or an
25 email address or a mailing address that, according to

1 your allegation at least, associated with Cummings
2 Manookian?

3 A. Well, at some point, if they were using
4 Cummings Manookian's space, phone numbers, email
5 addresses, if they weren't paying the bills or
6 compensating for the use of those, but I do not know a
7 dollar amount.

8 Q. And that's all, if they were using the space,
9 for example, and they were not authorized to?

10 A. Or even if they were -- they had permission to
11 if Cummings Manookian was paying. And I don't think
12 they actually paid the lease payments. I think they
13 paid the mortgage. They paid the mortgage payments.

14 Q. Cummings Manookian paid the mortgage payments
15 on behalf of 45 MSW Partners?

16 A. I think Mr. Manookian testified that in
17 lieu of paying the rent to the landlord, who was
18 Mr. Manookian and Mr. Cummings in different positions,
19 and then them paying the mortgage, they made payments
20 directly to the mortgage company. That's my
21 recollection.

22 Q. So as you sit here today, you can't identify
23 any damages that Cummings Manookian actually
24 experienced as a result of the use of the address,
25 email address, phone number?

1 A. No, unless that's somehow related to the
2 attorney fees that they should have been entitled to
3 that they didn't get paid. But just the use of the --
4 you know, of the space, I don't know. I don't know
5 the amount of any damages.

6 Q. And with respect to the Shoemaker case,
7 Cummings Manookian didn't have any lawyers on staff at
8 the time that case was filed, did it?

9 A. I believe it did because the case listed --
10 the complaint listed Afsoon Hagh being at Cummings
11 Manookian.

12 Q. So you believe she was an employee of Cummings
13 Manookian at the time this was filed?

14 A. She was at Cummings Manookian in some
15 capacity.

16 Q. And your basis for that is that she used that
17 address?

18 A. And her name was on the complaint.

19 Q. You've mentioned, by the way, a few times
20 the initial creditors meeting in this case when
21 Mr. Manookian spoke.

22 A. Yes.

23 Q. Do you have a transcript of that meeting?

24 A. I don't have a transcript, but there is a --
25 they record those, and the U.S. trustees maintain the

1 recording.

2 Q. And when was the last time you listened to the
3 recording of that meeting?

4 A. Long enough that my Dropbox has -- because
5 I wanted to go back and listen to it again in
6 preparation for this, and it's already expired, so I
7 would have to request it again.

8 Q. Would that be back when the complaint was
9 filed? Is that when you think you listened to it
10 last?

11 A. I don't know that I would have listened to
12 it -- I don't know when I last listened to it, because
13 that was pretty close -- the complaint was filed
14 pretty close in time to the meeting of creditors. So
15 I don't know that I would have gone back and listened
16 to that in preparation for the complaint.

17 Q. Do you have a recollection of actually
18 listening to it sometime other than when you heard it
19 in person?

20 A. Yes.

21 Q. But you don't know when that is?

22 A. I don't. I don't.

23 Q. The Shoemaker case went on for a couple of
24 years after it was filed, correct?

25 A. Correct.

1 Q. And throughout that time, even you would
2 concede that Ms. Hagh was signing pleadings using
3 "Hagh Law."

4 A. I believe that's correct. We just recently
5 received the discovery. But yes, I think that's
6 correct.

7 Q. But you didn't hire any lawyers to work for
8 Cummings Manookian in that case, did you?

9 A. No.

10 Q. Any reason why not?

11 A. Because there were already -- I think Cummings
12 Manookian was out of that case by the time that the
13 bankruptcy petition was filed, and it couldn't, any
14 longer, operate.

15 Q. Why couldn't it operate?

16 A. It wasn't an operating Chapter 7 and wasn't
17 filed that way. And Mr. Manookian says that it was
18 not operating at the date, petition date.

19 Q. And without a lawyer as a member, it couldn't
20 even be a PLLC in good standing, could it?

21 A. I don't know.

22 Q. Have you read the statute about professional
23 limited liability corporations, companies?

24 A. Not recently, no.

25 Q. All right. But Cummings Manookian couldn't

1 participate in the Shoemaker case because it didn't
2 have any lawyers after those first couple of filings
3 that you contend were --

4 A. If it didn't have any lawyers, then obviously
5 it wasn't participating.

6 Q. When was the last time that you or Mr. Young,
7 to your knowledge, spoke to Brian Cummings about the
8 matters that have to do with this case?

9 A. It's been a while since I have talked to
10 Mr. Cummings, because it's back when we -- I'm trying
11 to think how long I received any money. But it's been
12 a while since I've talked to Mr. Cummings.

13 Q. Do you know if Mr. Young has talked to him
14 since you have?

15 A. I think he has.

16 Q. Do you know when that was?

17 A. No.

18 Q. Was it in the last three months, do you think?

19 A. I think they have talked, because there's a --
20 you know, a dispute about what Mr. Cummings is
21 claiming out of the Shoemaker fees.

22 Q. As trustee for Cummings Manookian, what's your
23 position on what Mr. Cummings and his firm are
24 entitled to in the Shoemaker case?

25 A. I don't know at this point.

1 Q. Will it be an equivalent amount to what you
2 say Cummings Manookian is entitled to, or will it be
3 more or less?

4 A. Well, he had left -- he had withdrawn and left
5 Cummings Manookian, and the complaint -- he filed --
6 was involved in the filing of the complaint. I guess
7 it depends on if we look at that percentage, you know,
8 that there was an agreement of how the percentage was
9 claimed, and I guess up until he withdrew. He
10 withdrew from that case.

11 Q. And you go by the passage of time when you try
12 to figure out how much the various firms are entitled
13 to?

14 A. I think that's what the member agreement --
15 that was the formula or however you would -- the
16 process for if one partner withdrew and, depending on
17 who took the case, when there was a recovery in that
18 case, how the fee would be split among those lawyers.

19 Q. Do you have a copy of the operating agreement?

20 A. I think we do because we filed a motion in the
21 bankruptcy case asking as the cases that Mr. Cummings
22 was working on -- as those were being settled, we were
23 using that formula, and we asked the Court to approve,
24 so we didn't have to go in each time, just approve how
25 the attorney fees that were awarded, how they would be

1 split between Cummings Manookian and Cummings Law.

2 Q. If that agreement wasn't filed on the docket
3 and you haven't produced it to us yet, would you
4 produce it to us?

5 A. Yes. I think -- yes.

6 MR. SPRAGENS: That's all I have right
7 now. Thank you very much for your time.

8 MR. GABBERT: I'm fine.

9 FURTHER DEPONENT SAITH NOT.

10 (Proceedings concluded at 2:20 p.m.)

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REPORTER'S CERTIFICATE

I, Sabrina L. Schneider, Notary Public and
Licensed Court Reporter, do hereby certify that I
recorded to the best of my skill and ability by
machine shorthand all the proceedings in the foregoing
transcript, and that said transcript is a true,
accurate, and complete transcript to the best of my
ability.

I further certify that I am not an attorney
or counsel of any of the parties, nor a relative or
employee of any attorney or counsel connected with the
action, nor financially interested in the action.

SIGNED this 4th day of May, 2022

Sabrina Schneider

Sabrina L. Schneider, LCR
Notary Public, State of Tennessee
My Commission Expires: 5/9/2022

Tennessee LCR No. 455
Expires: 6/30/2022

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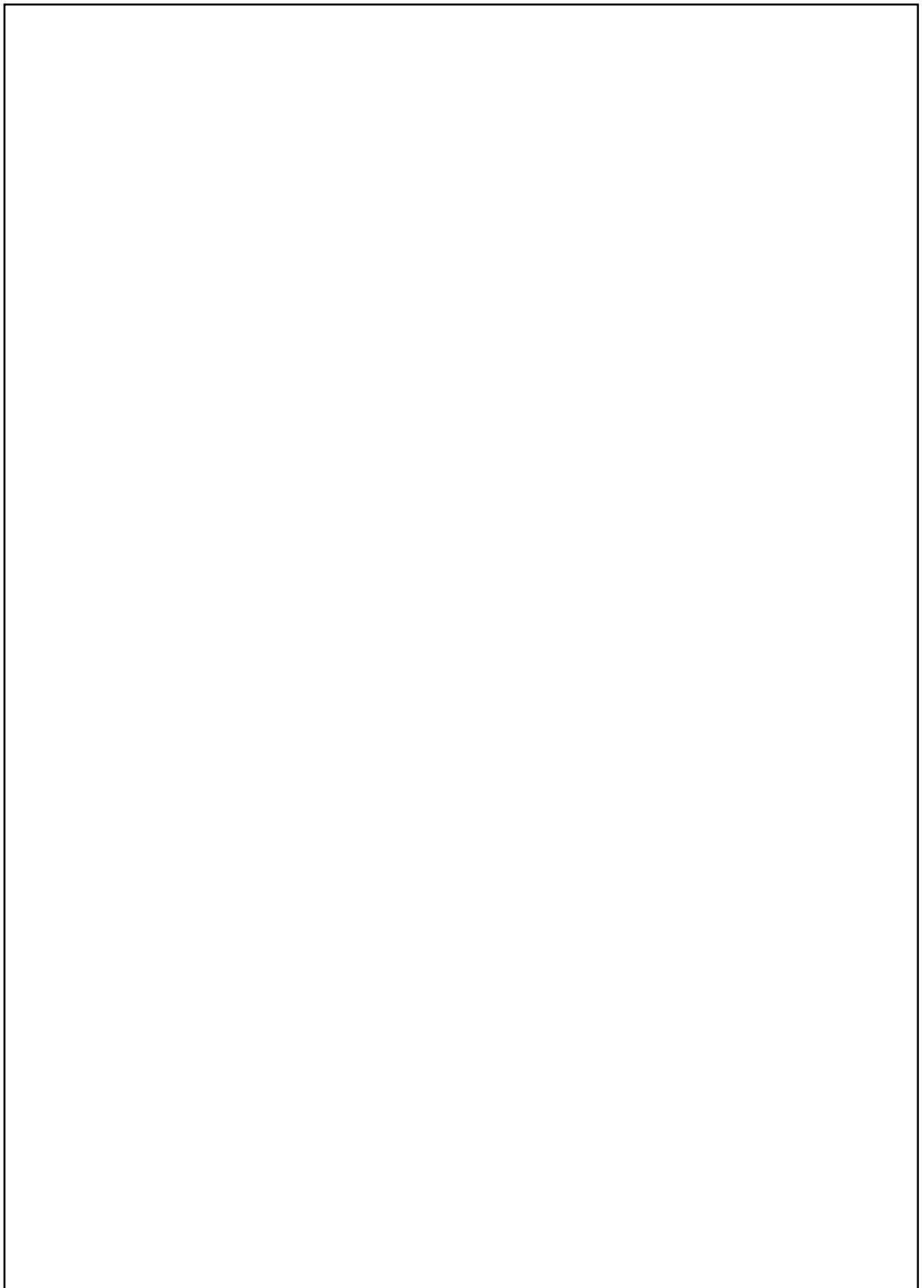
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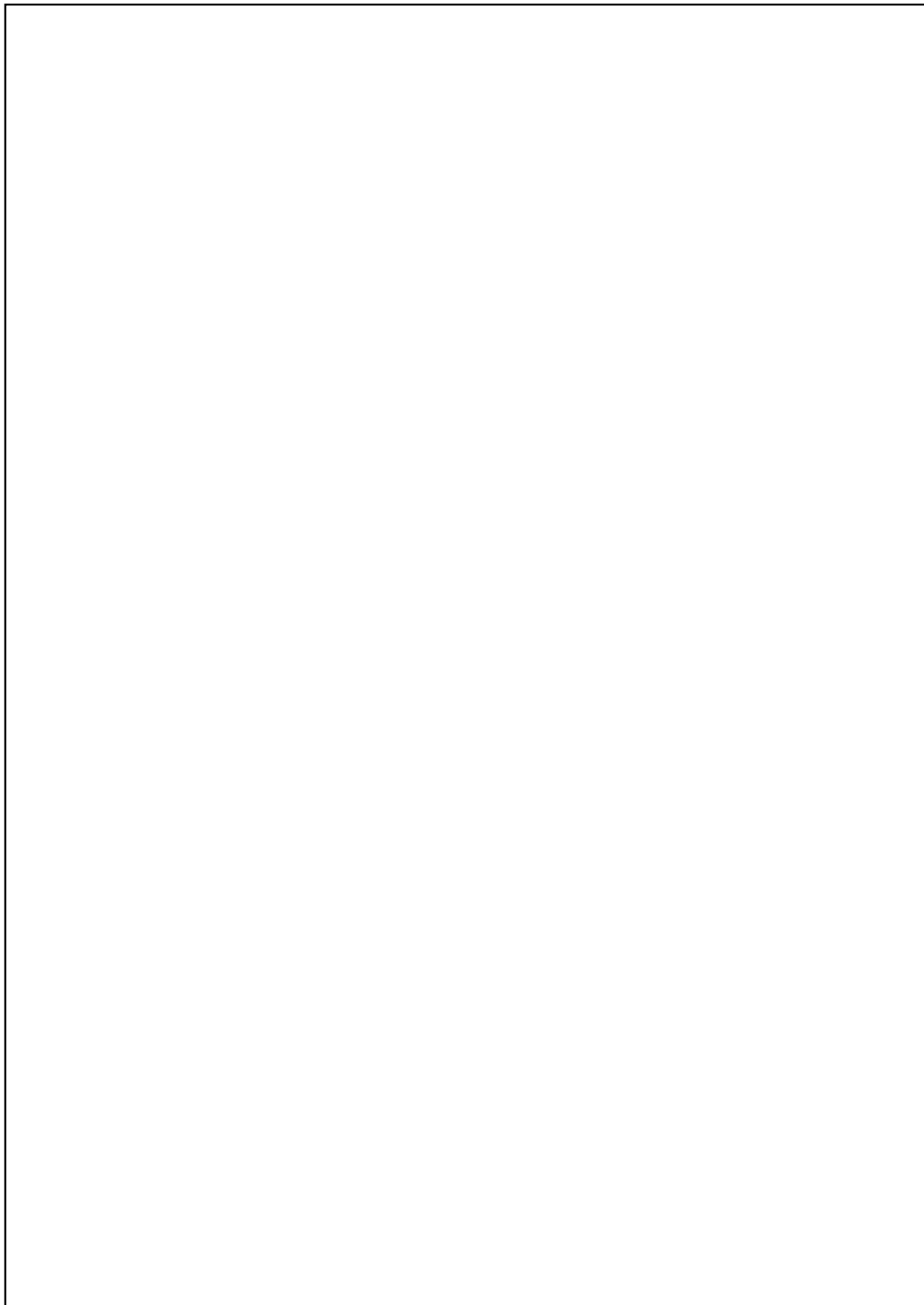
I, JEANNE ANN BURTON, TRUSTEE, having read the foregoing deposition, Pages 1 through 129, taken April 20, 2022, do hereby certify said testimony is a true and accurate transcript, with the following changes (if any):

PAGE	LINE	SHOULD HAVE BEEN
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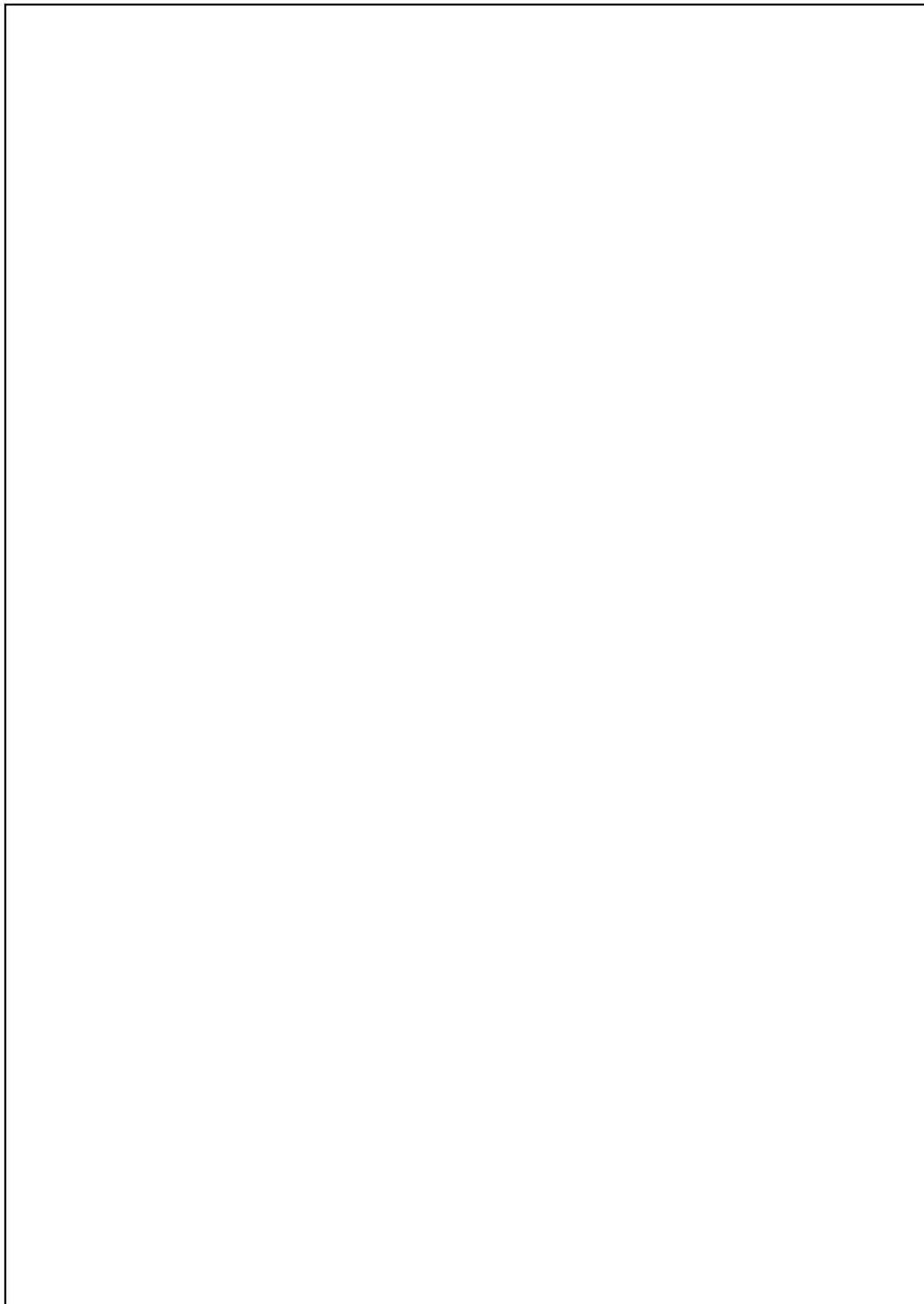
JEANNE ANN BURTON, TRUSTEE

Notary Public
My Commission Expires:_____

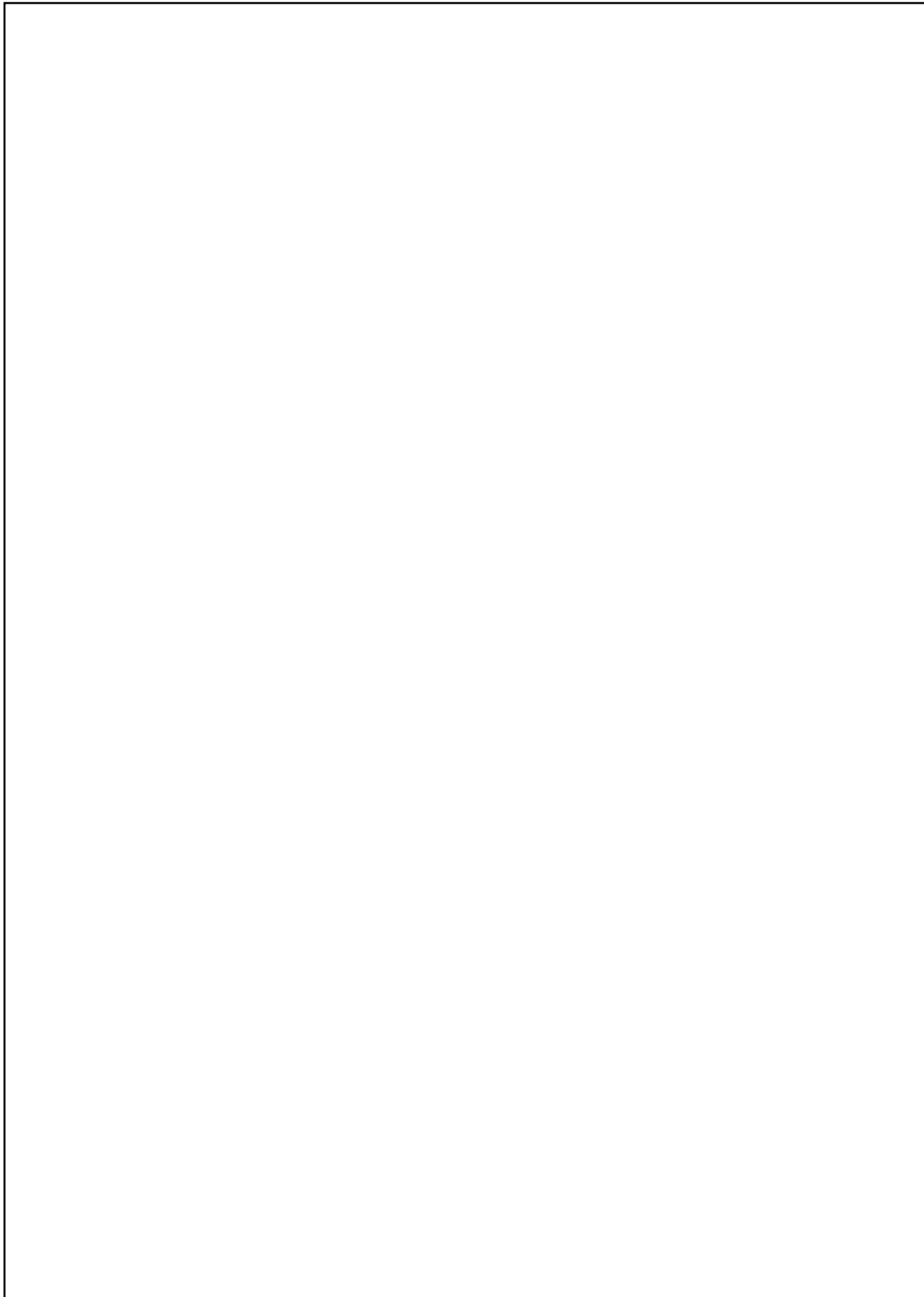




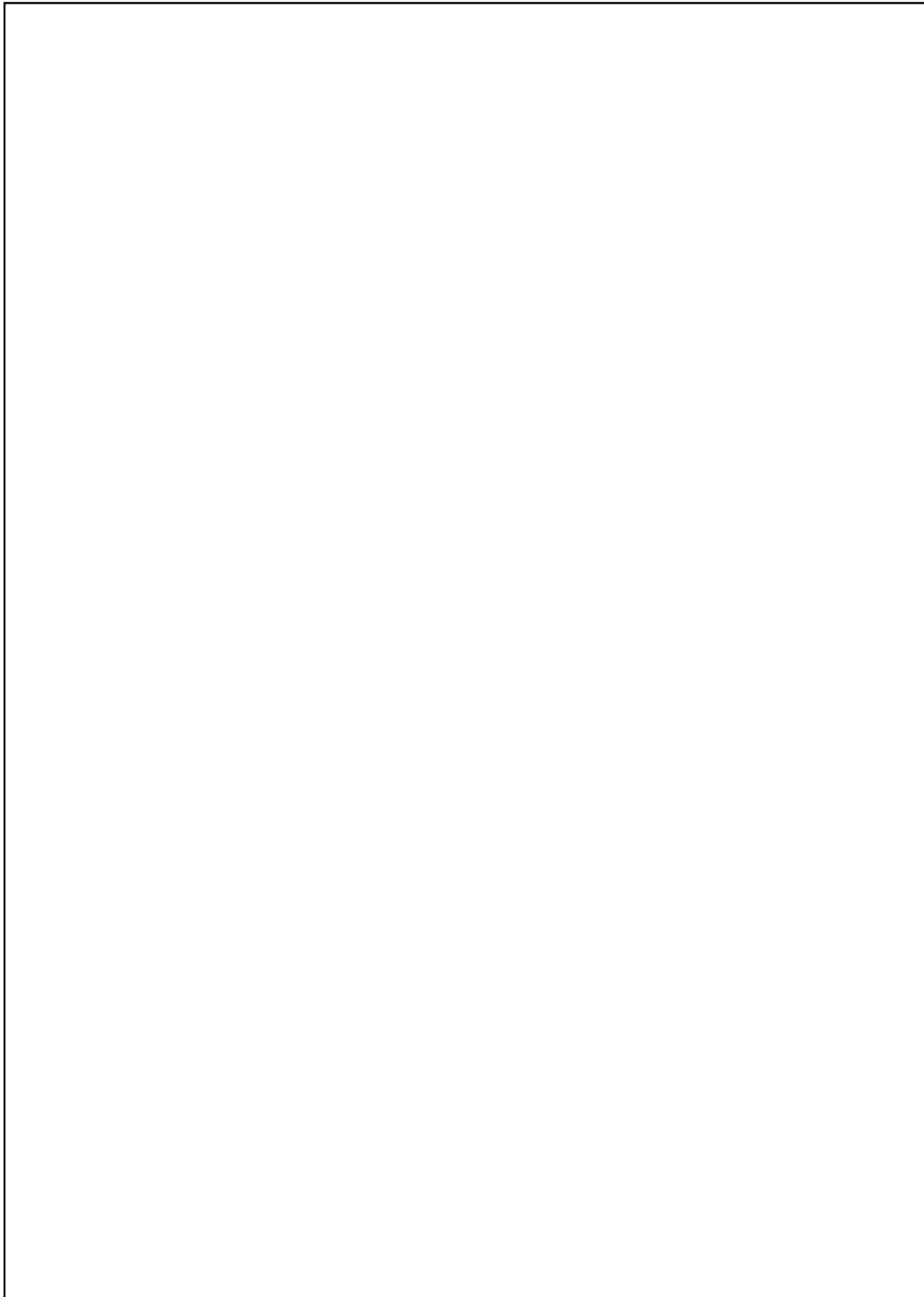
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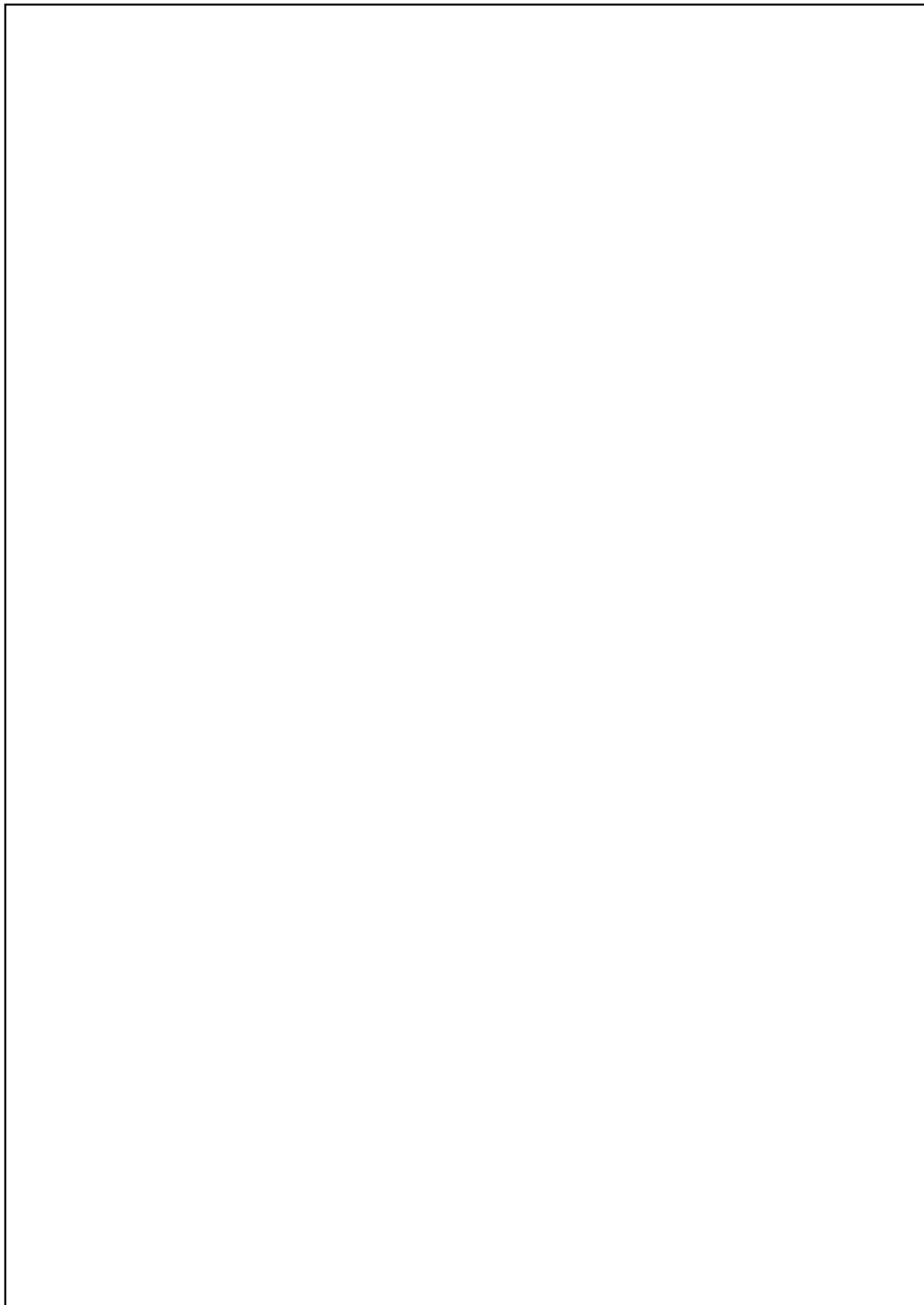
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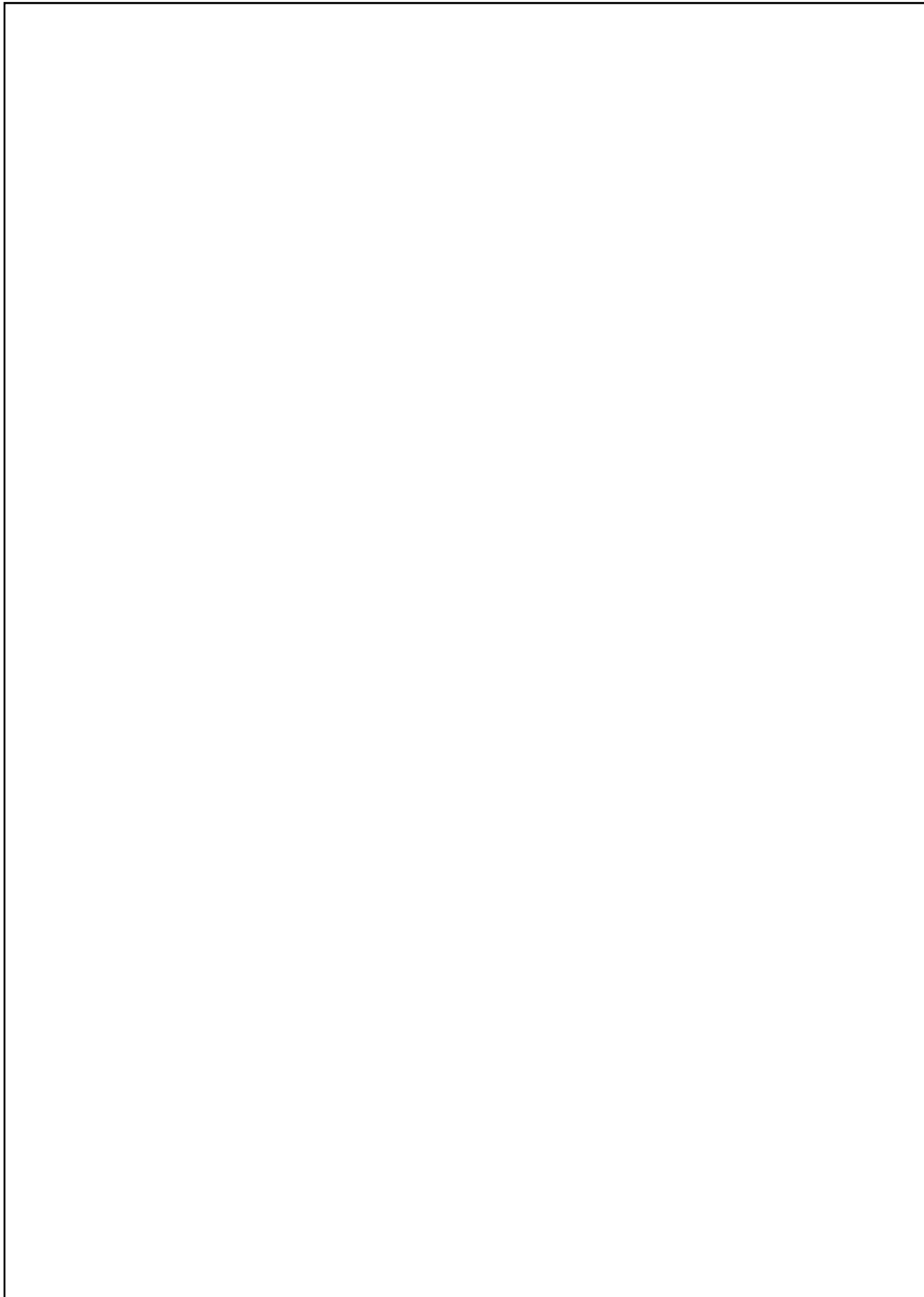
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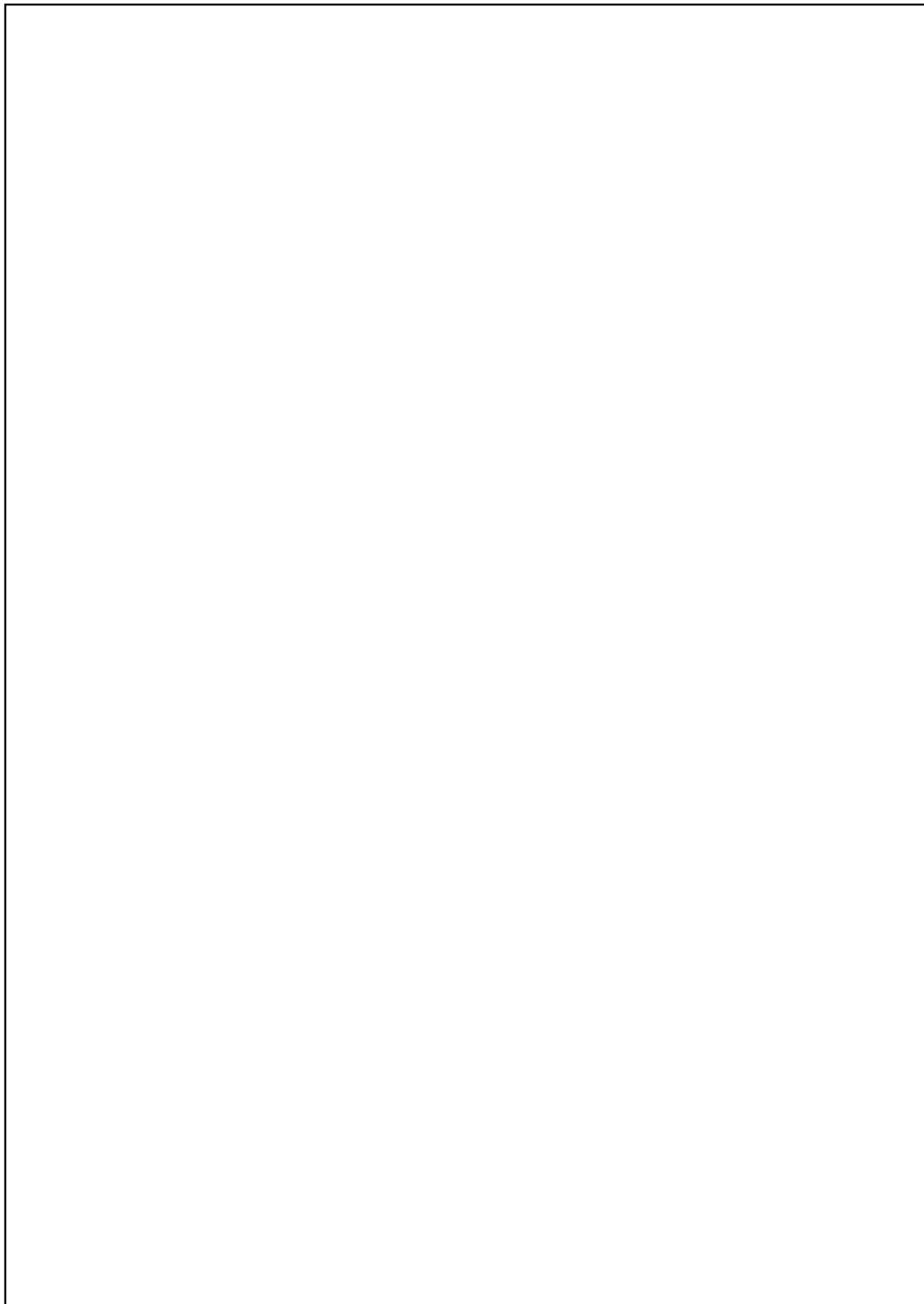
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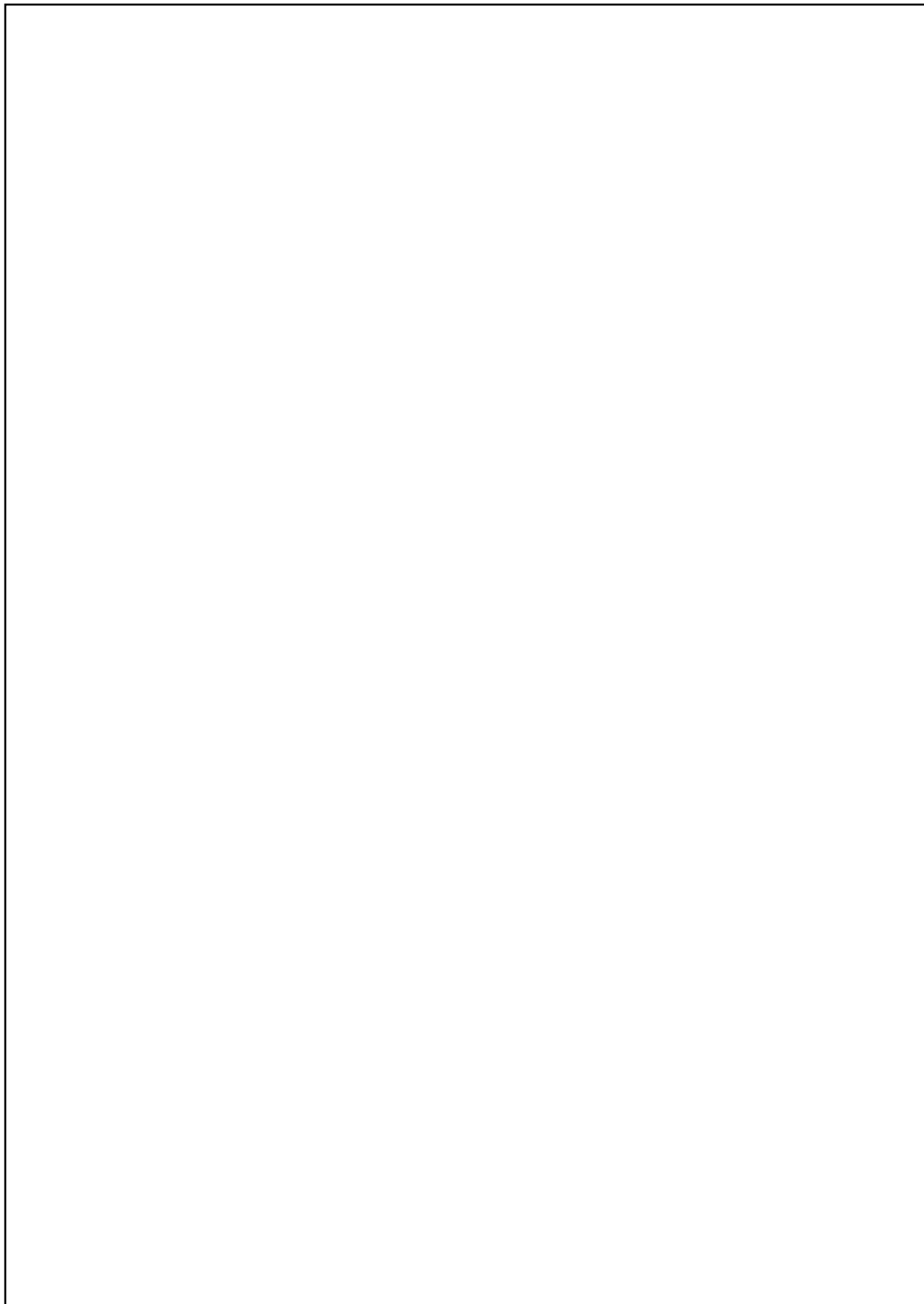
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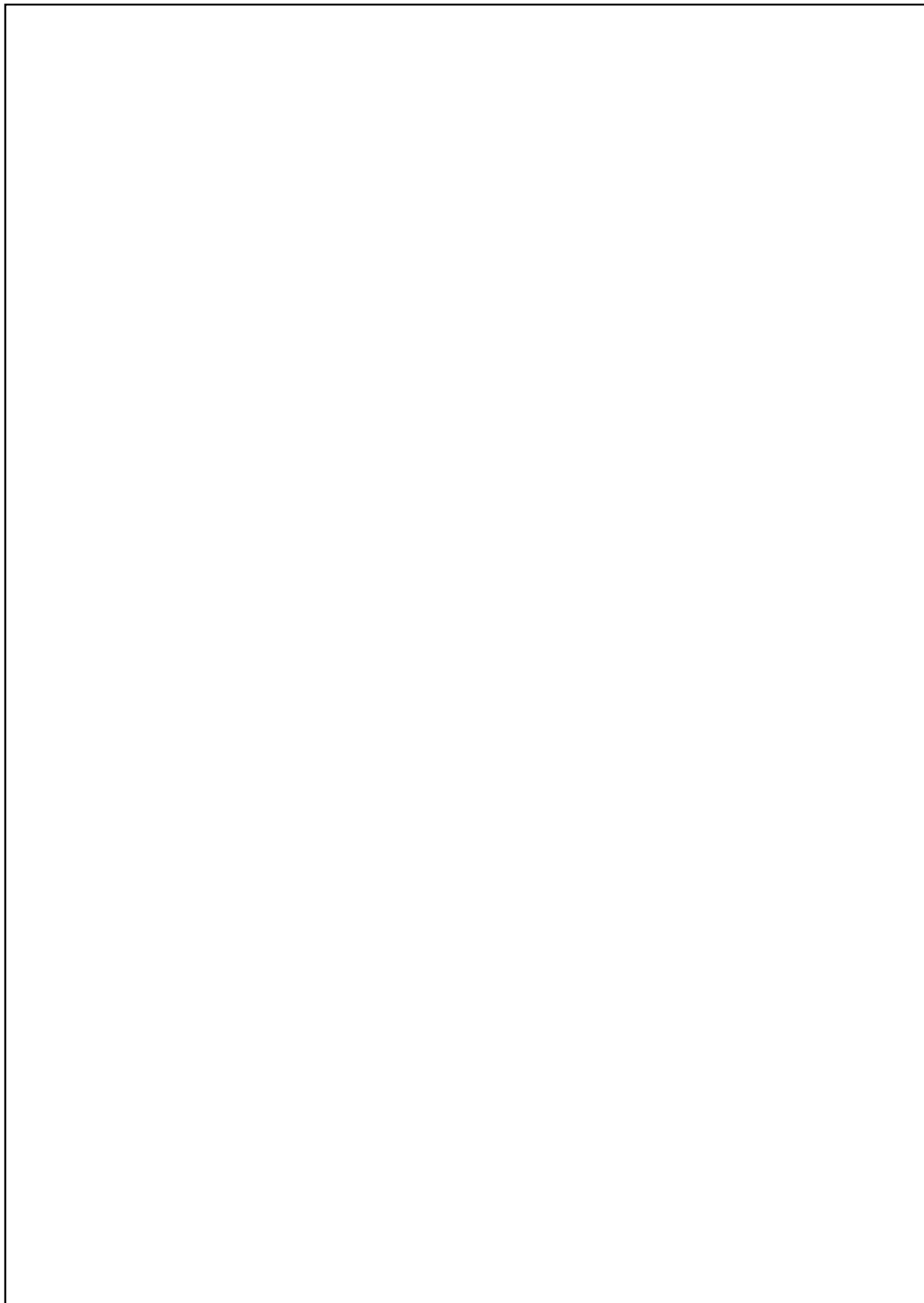
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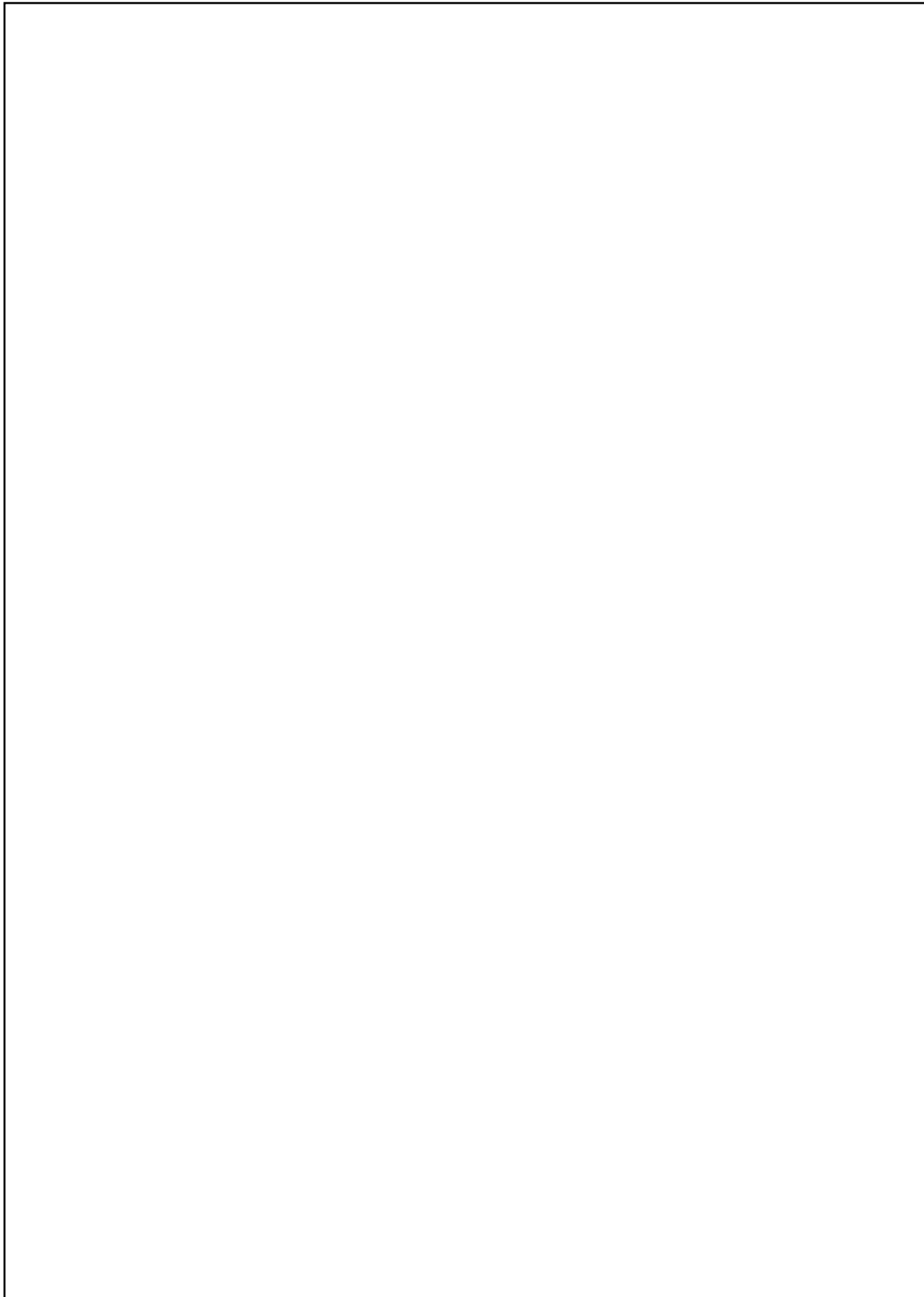
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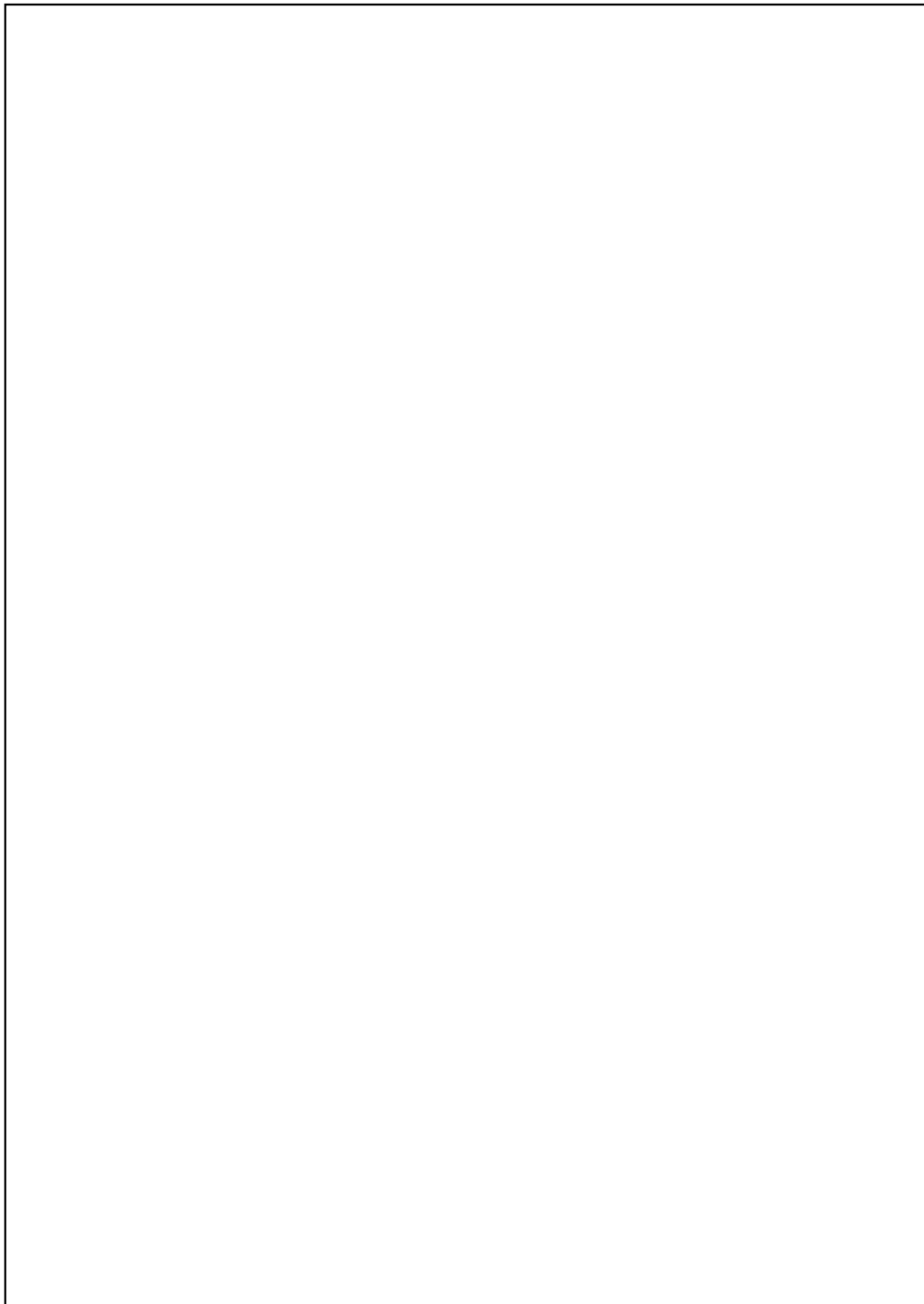
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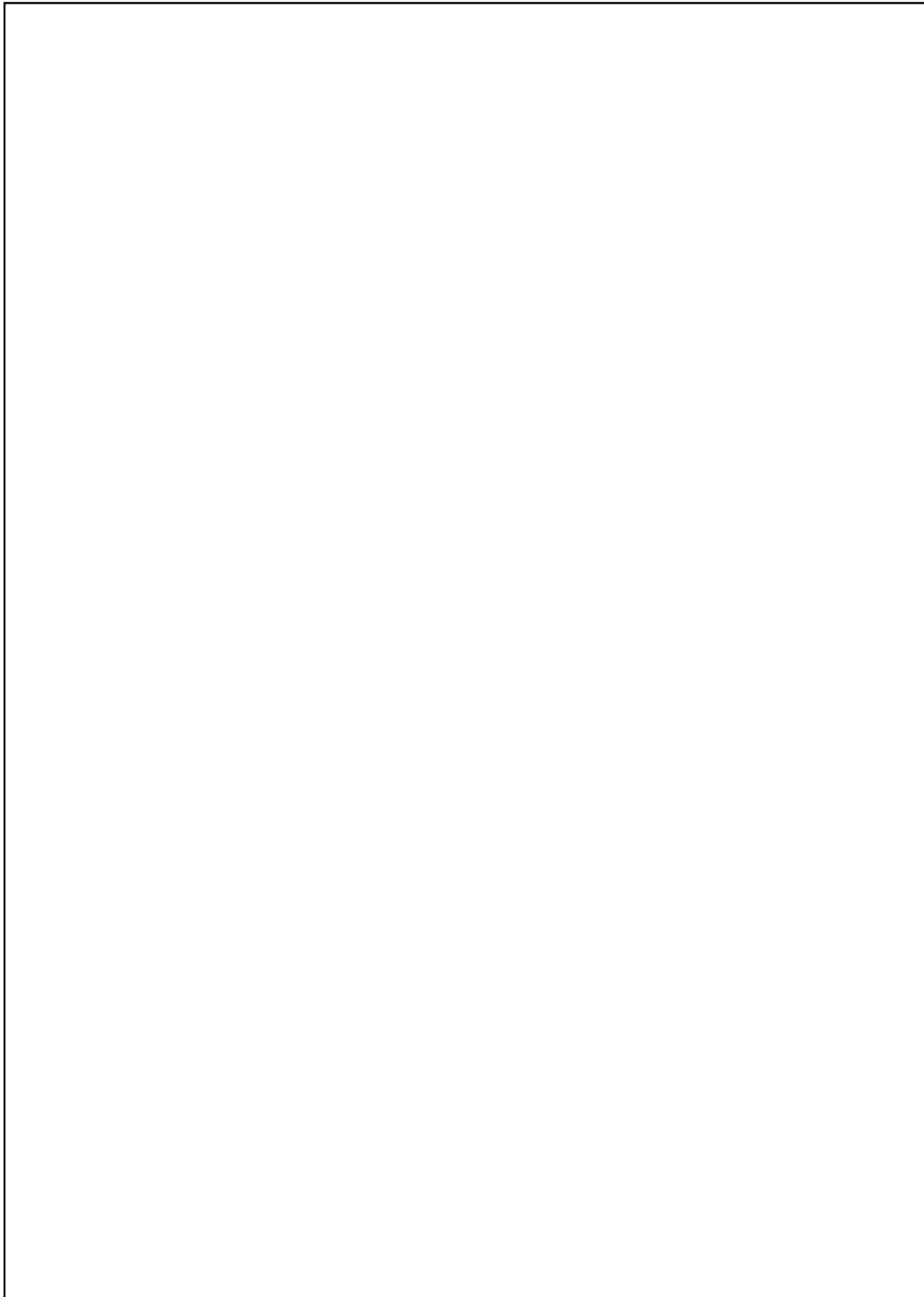
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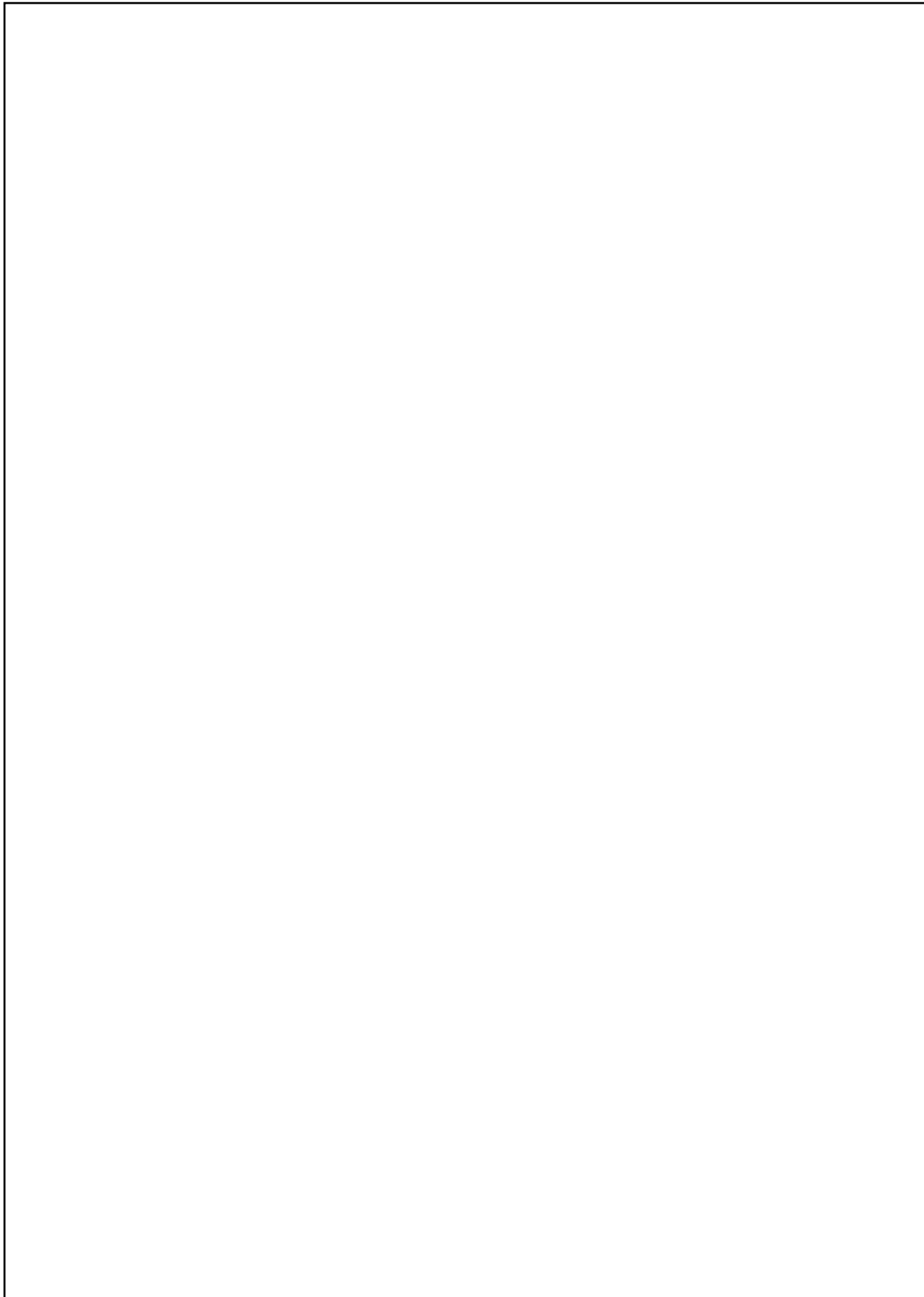
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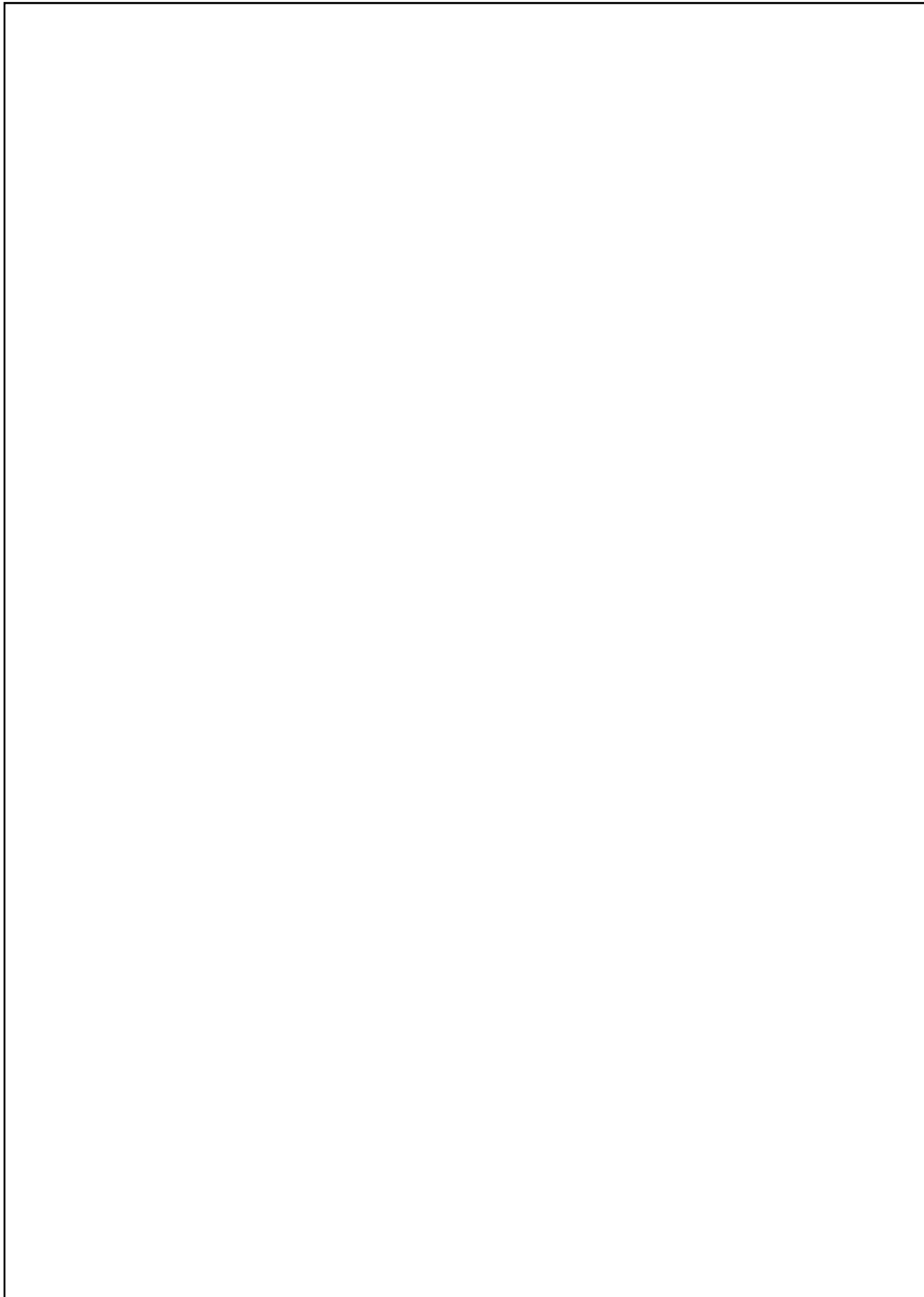
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:

CUMMINGS MANOOKIAN, PLLC

Debtor.

JEANNE ANN BURTON, TRUSTEE

Plaintiff,

v.

**HAGH LAW, PLLC; AFSOON
HAGH; and MANOOKIAN PLLC,**

Defendants.

Case No, 3:19-bk-07235

**Chapter 7
Judge Walker**

Adv. Proc. No. 3:20-ap-90002

DECLARATION OF BRIAN MANOOKIAN

Pursuant to 28 U.S. Code § 1746, I, Brian Manookian, declare as follows:

1. I am an adult over the age of eighteen and am competent to make this declaration. I have personal knowledge of the matters stated herein.
2. Cummings Manookian was formed as a professional limited liability company to provide legal services.
3. Cummings Manookian was comprised of two members: Brian Cummings and Brian Manookian.
4. Cummings Manookian specialized in representing Plaintiffs in medical malpractice cases.

5. Cummings Manookian primarily accepted cases on a contingency fee basis whereby Cummings Manookian was only paid if they recovered monies for their client.

6. Cummings Manookian entered into engagement agreements with their clients that laid out the duties and rights of both parties to the contract.

7. Cummings Manookian utilized a standard form engagement agreement whose content and terms with respect to the rights and duties of the parties generally did not vary from case to case (“the CM Engagement Agreement”).

8. The CM Engagement Agreement included terms regarding the parties’ rights in the event that the client terminated Cummings Manookian, as well as terms defining the parties’ rights in the event that Cummings Manookian withdrew from the engagement.

9. The CM Engagement Agreement required the client to pay Cummings Manookian an attorney’s fee in the event that the client terminated Cummings Manookian.

10. The CM Engagement Agreement did not require the client to pay Cummings Manookian an attorney’s fee in the event Cummings Manookian withdrew from the representation.

11. Brian Cummings withdrew from Cummings Manookian effective September of 2018.

12. Brian Manookian was suspended from the practice of law effective December of 2018.

13. By January 1, 2019, Cummings Manookian had no employees and no members or partners with an active license to practice law.

14. On May 23, 2018, Cummings Manookian entered into an Agreement with Marty and Melissa Fitzgerald whose terms are contained in Exhibit 2 (“the Fitzgerald Engagement Agreement”).

15. Exhibit 2 is a genuine copy of the attorney-client agreement between Cummings Manookian and Marty Fitzgerald and Melisa Fitzgerald.

16. On May 23, 2018 Brian Manookian was a member of Cummings Manookian.

17. On May 23, 2018, Brian Manookian had the authority to enter into the Fitzgerald Engagement Agreement with Marty and Melissa Fitzgerald on behalf of Cummings Manookian.

18. The Fitzgerald Engagement Agreement was drafted by Cummings Manookian.

19. The Fitzgerald Engagement Agreement is a binding contract upon Cummings Manookian, Marty Fitzgerald, and Melissa Fitzgerald.

20. The Fitzgerald Engagement Agreement is the only written agreement between Cummings Manookian and Marty and Melissa Fitzgerald.

21. The Fitzgerald Engagement Agreement states that if the Fitzgeralds terminate Cummings Manookian as their lawyers, Cummings Manookian will be entitled to some portion of any recovered attorney’s fee.

22. The Fitzgerald Engagement Agreement states that if Cummings Manookian withdraws from representing the Fitzgeralds, Cummings Manookian will be entitled to advanced expenses.

23. The Fitzgerald Engagement Agreement does not provide for, or require, the payment of an attorney's fee to Cummings Manookian in the event Cummings Manookian withdraws from representing the Fitzgeralds.

24. On December 7, 2018, Brian Manookian was the sole member of Cummings Manookian.

25. On December 7, 2018, Brian Manookian was authorized to speak to Marty and Melissa Fitzgerald on behalf of Cummings Manookian on the topic of his and Cummings Manookian's representation of the Fitzgeralds.

26. Exhibit 3 ("the Fitzgerald Withdrawal Letter") is a letter from Cummings Manookian to Marty and Melissa Fitzgerald dated December 7, 2018.

27. The Fitzgerald Withdrawal Letter was sent by Brian Manookian to Marty and Melissa Fitzgerald.

28. The Fitzgerald Withdrawal Letter was received by Marty and Melissa Fitzgerald.

29. The Fitzgerald Withdrawal Letter states that Brian Manookian and Cummings Manookian are withdrawing from their representation of Marty and Melissa Fitzgerald.

30. The Fitzgerald Withdrawal Letter requests that Marty and Melissa Fitzgerald obtain another attorney or firm to represent them.

31. Cummings Manookian withdrew from representing Marty and Melissa Fitzgerald.

32. Cummings Manookian withdrew from representing Marty and Melissa Fitzgerald prior to receiving any settlement for them.

33. The Fitzgerald Withdrawal Letter states that because Cummings Manookian is withdrawing from the representation, it will not be entitled to any portion of an attorney's fee in the matter.

34. The Fitzgerald Withdrawal Letter states that Cummings Manookian specifically disclaims any attorney's fee in the Fitzgerald matter.

35. Cummings Manookian disclaimed any attorney's fee in the Fitzgerald matter via written letter to the Fitzgeralds dated December 7, 2018.

36. On April 19, 2017, Cummings Manookian entered into an Agreement with Brett Keefer whose terms are contained in Exhibit 1 ("the Shoemaker Engagement Agreement.")

37. Exhibit 1 is a genuine copy of the attorney-client agreement between Cummings Manookian and Brett Keefer.

38. The Shoemaker Engagement Agreement was drafted by Cummings Manookian.

39. The Shoemaker Engagement Agreement is a binding contract upon Cummings Manookian and Brett Keefer.

40. The Shoemaker Engagement Agreement is the only written agreement between Cummings Manookian and Brett Keefer or any representative of the Shoemaker Estate.

41. The Shoemaker Engagement Agreement states that if Brett Keefer terminates Cummings Manookian as his lawyers, Cummings Manookian will be entitled to some portion of any recovered attorney's fee.

42. The Shoemaker Engagement Agreement states that if Cummings Manookian withdraws from representing Brett Keefer, Cummings Manookian will be entitled to advanced expenses.

43. Cummings Manookian did not pay any costs or advance any expenses associated with any lawsuit filed on behalf of Brett Keefer or the Shoemaker Estate.

44. The Shoemaker Engagement Agreement does not provide for, or require, the payment of an attorney's fee to Cummings Manookian in the event Cummings Manookian withdraws from representing Brett Keefer.

45. Cummings Manookian withdrew from representing Brett Keefer.

46. Cummings Manookian withdrew from representing Brett Keefer prior to receiving a settlement for Mr. Keefer or the Shoemaker Estate.

47. As of January 1, 2019, Cummings Manookian had no members or partners with active licenses to practice law.

48. As of January 1, 2019, Cummings Manookian had no employees.

49. The lawsuit in the Shoemaker matter was filed on February 11, 2019.

50. On February 11, 2019, Cummings Manookian had no members or partners with active licenses to practice law.

51. On February 11, 2019, Cummings Manookian had no employees.

52. No attorney ever entered an appearance in the Shoemaker case that identified himself or herself as working for or on behalf of Cummings Manookian.

53. No attorney ever signed a pleading in the Shoemaker case that identified himself or herself as working for or on behalf of Cummings Manookian.

54. Cummings Manookian did not even correspond or communicate with Brett Keefer in 2019, 2020, or 2021.

55. In the cases in which Cummings Manookian represented clients, Cummings Manookian did not own the client file or the cause of action.

56. Cummings Manookian never owned any real property and did not own the office property at 45 Music Square West where it operated for a period of time.

57. Manookian PLLC has never received any property of any kind belonging to Cummings Manookian.

58. Cummings Manookian has never transferred any property of any kind to Manookian PLLC.

59. Manookian PLLC has never caused Cummings Manookian to make or incur a transfer of property of any kind.

60. Manookian PLLC has never caused any person or entity to terminate any contract or business relationship with Cummings Manookian.

61. Manookian PLLC is not and has never been in possession, custody, or control of any property belonging to Cummings Manookian.

62. Manookian PLLC does not and has never owed a debt that is property of Cummings Manookian.

63. Manookian PLLC has never used any real property, intellectual property, or property of any kind belonging to Cummings Manookian.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 24, 2022



Brian Manookian

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:

CUMMINGS MANOOKIAN, PLLC

Debtor.

JEANNE ANN BURTON, TRUSTEE

Plaintiff,

v.

**HAGH LAW, PLLC; AFsoon
HAGH; and MANOOKIAN PLLC,**

Defendants.

Case No, 3:19-bk-07235

Chapter 7

Judge Walker

Adv. Proc. No. 3:20-ap-90002

DECLARATION OF AFsoon HAGH

Pursuant to 28 U.S. Code § 1746, I, Afsoon Hagh, declare as follows:

1. I am an adult over the age of eighteen and am competent to make this declaration. I have personal knowledge of the matters stated herein.
2. The Shoemaker Case ultimately settled in 2021.
3. Neither Afsoon Hagh or Hagh Law ("the Hagh Parties") has ever received any property of any kind belonging to Cummings Manookian.
4. Cummings Manookian has never transferred any property of any kind to the Hagh Parties.

5. The Hagh Parties have never caused Cummings Manookian to make or incur a transfer of property of any kind.

6. The Hagh Parties are not and have never been in possession, custody, or control of any property belonging to Cummings Manookian.

7. The Hagh Parties do not and have never owed a debt that is property of Cummings Manookian.

8. Hagh Law never used any real property, intellectual property, or property of any kind belonging to Cummings Manookian.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 24, 2022



Afsoon Hagh